

Terms and Conditions

Effective as at 1 July 2021

Hey legend, thank you for visiting our website. Please find below for your attention and perusal, our terms and conditions (T's & C's)

The T's & C's specified on this webpage set out the relevant terms and requirements, in combination with your rights and responsibilities. By using our website, you agree to be bound by, and indeed, comply with, all of the T's & C's stipulated on this page; which in conjunction with our privacy policy, govern our relationship with you.

Accordingly, we strongly recommend that you take the time to read the T's & C's and understand them, prior to ordering any product(s) from us and/or engaging our services.

Please note that the words, 'our', 'us' and 'we' refer to Bana Industries Pty Ltd (**Bana Industries**). Moreover, the word, 'you', refers to any user or viewer of our website.

1. Specific Terms

1.1. The use of our website is strictly subject to the following terms:

- ! the content and products stipulated and shown on this website is for your general information and reference only, and is subject to amendment at any given time without warning;
- ! neither we, nor any related third party, provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and products shown and/or offered on this website. Nor do we guarantee that the information and/or products will meet your expectations and that we will remediate any issue/s that may stem from the above circumstances in relation to the products and/or information;
- ! you acknowledge that the information and materials shown on this website may potentially contain inaccuracies or errors, and that we are expressly excluded from liability for any such inaccuracies or errors to the fullest extent that is legally permissible;
- ! your use of any of the information and/or materials on this website is entirely at your own risk, and for which we shall not be liable;
- ! this website contains material which is owned by and/or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Any reproduction in relation to content and/or material on this material is prohibited, unless otherwise legally permissible, pursuant to the relevant copyright legislation such as the *Copyright Act 1968* (Cth);
- ! our website may also include links to other websites, which have been provided for your convenience to further information and reference. This does not constitute an endorsement of the relevant website/s, as we have note that we have no responsibility for the content produced of the linked website/s;

- ! you may not create a link to this website from another website or document without first obtaining Bana Industries' prior written consent; and
- ! all product photographs shown on our website are for illustration purposes only. The actual products may vary slightly from the images shown. Nevertheless, we have made every effort to ensure that the colours and images of the products shown on our website correspond to what we have in stock and in-store.

1.2. Please note that all states and territories in Australia have different legislative requirements in regard to the usage of personal mobility devices - this includes electric scooters, which may need to be registered with the relevant road traffic authority. We recommend that you peruse the legislation applicable to the state or territory that you reside, in order to ensure compliance. **We strongly condemn unlawful behaviour and non-compliance with the law, particularly, when using our e-scooters!**

1.3. Bana Industries does not bear any responsibility for failing to comply with the law, liability and/or any injury arising from and/or associated with the use of an electric scooter and/or electric transport products. **Ride with caution, and please ensure to always wear a helmet and protective gear when riding your e-scooter!**

1.4. We reserve the right to limit the quantity of any product/s that we offer discontinue any product at any given time. Certain products may be available exclusively online through our website. These products may be in held in limited quantity and are subject to return or exchange in accordance with our Return Policy (please see below).

1.5. We reserve the right to limit the sale of any product/s to any person or business and will exercise this right at our discretion.

2. Shipping

2.1. Please note that all our products are shipped via courier from our warehouse, which is located in Melbourne, Australia. For your reference and convenience, customers will be provided with a tracking number and link upon fulfilment of their order via email.

2.2. We will do our utmost to ensure that your order is received on time, however, certain circumstances may arise that are beyond our control, and which will impact on the delivery timeframe, including but not limited to situations such as:

- ! the timing of an order, such as an order being made on a public holiday, the weekend or after the courier cut-off time which is 1pm;
- ! delays arising from our courier partner in regard to shipping, customs, missing orders or lost orders;
- ! late delivery of stock to our warehouse, which can impact pre-orders;
- ! delays due to a backlog of orders; and
- ! force majeure events such as lockdowns, natural disasters, et cetera.

2.3. Notwithstanding the above, Bana Industries will endeavour to remediate as much as possible any situation which impacts the timely delivery of your order. We do not assume responsibility for the actions of our courier partner, nor their drivers, as this is beyond our control as soon as an order is picked up from our warehouse. Once your order has been picked up by our courier partner, we do

not have control over the delivery time.

2.4. When placing an order, we recommend that you leave instructions for the courier regarding where to place the order and to also to track your order, in order to ensure that someone is home when it is delivered. We further recommend that you double-check all details of your order as we are not responsible for any errors in your order that are caused by you or a contact of yours.

2.5. Should you have any queries or concerns regarding the delivery of your order, please do not hesitate to contact us.

3. Warranty

3.1. We will endeavour to process all warranty claims in a timely manner. The warranty will encompass all defective products – in regard to both the material and the workmanship, stemming from your ordinary use of the product.

3.2. In order to make a Warranty Claim, you will be required to complete our Claim Form, we kindly ask that you provide a detailed description as to why and how the product is defective, along with any accompanying photos. This will enable our team to accurately and efficiently assess your claim and contact you accordingly regarding its outcome.

3.3. If the e-scooter has been damaged or broken due to the manner that it has been driven, operated, stored, et cetera, unfortunately, warranty will not be applicable. Bana Industries strongly condemns reckless driving and illegal use of its e-scooters.

3.4. Warranty will be void where an e-scooter has been damaged due to the weight limit of the e-scooter not being complied with. Our e-scooters can only maintain a maximum weight of 120kg.

3.5. Furthermore, warranty will not cover water damages, however, we are able to repair or replace parts at a discounted price where possible. Bana Industries reserves the right not to exchange, replace or repair any product.

3.6. Warranty must be claimed within the first 24 months of purchasing the product, with the option to extend; Bana industries may replace or repair your product outside of this timeframe at your own cost.

4. Return Policy

4.1. If you wish to return an item because you have changed your mind about your purchase, Bana Industries will offer you an exchange voucher or full refund on the provision that:

- (i) you return the item/s within 30 days of purchase;
- (ii) you provide adequate proof of purchase to Bana Industries; and
- (iii) the item is in 're-saleable condition'.

4.2. Re-saleable condition means that the item is:

- a. unworn, unused, unassembled and in its original condition; and
- b. the product is not one where a change of mind return is not available (see below).

4.3. If the above requirements are not fully satisfied, Bana Industries reserves the right to not offer an exchange voucher or refund for change of mind returns.

4.4. If applicable, we may offer you a partial refund at our discretion for circumstances where:

(i) the item is not in its original condition, is damaged or is missing parts for reasons which do not stem from errors by Bana Industries; or

(ii) the item is sought to be returned more than 30 days after the product is received by you.

4.5. All our items come with a guarantee that they will work. If our product does not satisfy this guarantee, you are entitled to ask for a repair, replacement or refund in accordance with the Australian Consumer Law. You may also qualify to have your item repaired or replaced if the problem with the item is major or is not of an acceptable quality.

4.6. Furthermore, you may also be entitled to compensation if you incur any damage or loss due to an issue with our product/s that we could have reasonably foreseen.

4.7. Please note that it is your responsibility to return the product. Any damage incurred to the item in transit back to us will not be deemed as our fault.

4.8. When seeking to return a product, you will be required provide sufficient information and truthfully answer any questions that we may pose, to allow us to accurately assess the circumstances surrounding the product that you would like to return. If you fail to do so, we may be unable to process your return request accordingly.

5. Refunds (if applicable)

5.1. Once your return requested is processed, and the product is received on our end, we will send you an e-mail, confirming that we have received the item and the outcome of your refund request.

5.2. If your refund request is successful, then your refund will be processed, and a reversal credit will be applied to your debit card / credit card or a refund will be provided through any other avenue of payment you may have used, such as cash, within several business days.

5.3. You are entitled to reimbursement for reasonable postage / transport costs where the product did not satisfy our guarantee, was of a major failure or was not of an acceptable quality. If you are seeking to return the product due to a change of mind, you will be required to pay for the postage / transport costs and any transaction fees. All applicable costs will be deducted from your final refund amount, for which we will send you an itemised bill, detailing a breakdown of these fees upon refund.

5.4. If you have received a confirmation e-mail from us, acknowledging that your refund credit has been processed, please be patient, inter-bank credits can take up to two business days to clear and be processed. If you have checked your bank account / credit card account, and still do not see the

refund credit, please liaise with your bank. If your bank confirms that the refund amount has not been credited to your account, please contact us at customerservice@banaindustries.com.au. An exchange of item/s is only available for items that have a major problem or are defective upon purchase from our store or pick up by our courier partner. If you are seeking to exchange a product after 30 days, please refer to our Warranty Policy.

5.5. If the item was marked as a gift when purchased and shipped directly to you, you will receive a gift credit for the value of your return. Once the returned item is received, a gift certificate will be provided to you.

6. Prohibited Uses

6.1. You are prohibited from using our website and its contents:

- ! for any unlawful purpose or to ask others to be engage in unlawful behaviour;
- ! to violate any state or commonwealth law;
- ! to infringe upon our intellectual property rights or those of others;
- ! to harass, abuse, defame, intimidate, or discriminate other persons and businesses;
- ! to spread false information;
- ! to obtain and view personal information of others; and
- ! to interfere with or alter features of our website.

6.2. We reserve the right to terminate your use of our website for violating any of the prohibited uses.

7. Changes to Terms and Conditions and Price

7.1. The pricing and description of all products are subject to immediate change at any instance without prior notice at our discretion.

7.2. We reserve the right to modify or discontinue any product or service immediately without prior notice, and shall not be held liable to you accordingly.

7.3. We further reserve the right to update, alter and/or replace any component of our T's & C's without prior warning – although significant changes will be noted for a reasonable amount of time on our main webpage/s. If you continually visit our website, we strongly recommend that you regularly peruse our T's & C's page as this is your responsibility.

8. Indemnification

8.1. You agree to indemnify Bana Industries against all loss (actual or threatened), damage incurred and/or liability (including the cost to defend or settle) which stem from:

- (i) any breach of the T's and C's specified on this website;
- (ii) any use of our website, products and/or services; or

(iii) any wilful act or omission by you that is unlawful or negligent.

9. Errors, Omissions & Inaccuracies

9.1. Please note that we will do our utmost to ensure that all information and materials specified on our website is correct and up to date. However, we do not accept responsibility for any error, omission or inaccuracy that appears on our website in regard to product descriptions, pricing, promotions, offers, shipping, product availability or general information, in the rare instance that this may occur. Furthermore, we reserve the right to correct any such error, omission or inaccuracy at any instance without prior warning.

9.2. We also reserve the right to cancel any order that arises from an error, omission or inaccuracy, and to offer you the relevant product that you ordered at the correct or different price.

10. Limitation of Liability

10.1. To the fullest extent possible at law, Bana Industries does not make any representations, endorsements, guarantees or warranties – whether expressly or implicitly – in regard to the content, accuracy and/or any aspect of the information and/or material on our website.

10.2. To the maximum extent permitted at law, Bana Industries shall not be liable to you or any third party for any loss, damage and/or liability you may incur – whether directly, indirectly or incidental – as a result of:

- (i) errors, omissions and/or inaccuracies in connection with information and/or materials on our website;
- (ii) the use or reliance on any information and/or materials on our website;
- (iii) loss or damage to any property and/or personal injury or death, arising from, or relating to, our product/s and/or information or materials shown on our website;
- (iv) any bugs, viruses, trojans or other harmful software defects which may be transmitted by a third party to you through our website.

10.3. You accept that our liability to you will be reduced by the extent, if any, to which you contributed to the loss or damage.

11. Privacy Policy

11.1. Any personal information you provide to us is governed by our Privacy Policy, please peruse our Privacy Policy.