



Ebike Edmonton Inc.

Purchase Terms and Conditions

These Consumer Purchase Terms and Conditions (the "Terms") are an agreement between you and Ebike Edmonton Inc., a Canada limited liability company ("EBE", "us" or "we"), and apply to all consumer purchases by you of any model of EBE's electric bikes ("ebike(s)") and/or related accessories or other products offered by EBE (collectively named, the "Products").

Purchases are also subject to the applicable Terms and Conditions contained on our website. By purchasing any Products from EBE, whether online or through our Agent, you hereby agree to these Terms in their entirety.

1. **DISCLAIMER OF IMPLIED WARRANTIES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ALL PRODUCTS OFFERED BY EBE, INCLUDING BUT NOT LIMITED TO THE EBIKES, ARE WARRANTED ONLY TO THE EXTENT EXPRESSLY STATED IN THE APPLICABLE PRODUCT WARRANTY PROVIDED WITH YOUR PRODUCT. THE ENTIRE RISK OF USE AND PERFORMANCE REMAINS WITH YOU. EBE AND ITS AFFILIATES, SUPPLIERS, AND LICENSORS DO NOT MAKE ANY REPRESENTATIONS, WARRANTIES, OR CONDITIONS, EXPRESS, IMPLIED, OR STATUTORY, AND HEREBY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, SUITABILITY, QUIET ENJOYMENT, OR NON-INFRINGEMENT. IN PARTICULAR, EBE, ITS AFFILIATES, AGENTS, EMPLOYEES, SUPPLIERS, AND LICENSORS MAKE NO WARRANTY: (A) THAT THE PRODUCTS WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE OR PROVIDED ON AN UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE BASIS; (B) THAT ANY INFORMATION OR CONTENT OBTAINED THROUGH IT WILL BE ACCURATE, COMPLETE, OR RELIABLE; OR (C) THAT ANY DEFECTS OR ERRORS THEREIN WILL BE CORRECTED.

2. **LIABILITY.** WE ARE ONLY LIABLE TO YOU FOR LOSSES WHICH YOU SUFFER AS A DIRECT RESULT OF OUR BREACH OF THESE TERMS AND WHICH ARE REASONABLY FORESEEABLE. OUR LIABILITY FOR SUCH LOSSES SHALL BE NO MORE THAN THE AMOUNT OF PURCHASE OF OUR PRODUCTS GIVING RISE TO SUCH LOSSES. WE ARE NOT LIABLE FOR ANY OTHER LOSSES. THESE TERMS DO NOT EXCLUDE OR LIMIT OUR LIABILITY (IF ANY) FOR: (i) DEATH OR PERSONAL INJURY CAUSED BY OUR GROSS NEGLIGENCE; (ii) FRAUD; (iii) FRAUDULENT MISREPRESENTATION; OR (iv) ANY MATTER WHICH IT WOULD BE ILLEGAL FOR US TO EXCLUDE OR ATTEMPT TO EXCLUDE OUR LIABILITY. YOU MAY HAVE OTHER RIGHTS GRANTED BY LAW AND THESE TERMS DO NOT AFFECT SUCH RIGHTS.

3. **DISCLAIMER OF CERTAIN DAMAGES.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL EBE OR ANY OF ITS AFFILIATES, SUPPLIERS, OR LICENSORS BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, OR PUNITIVE DAMAGES; FOR LOSS OF PROFITS, BUSINESS, GOODWILL, ANTICIPATED SAVINGS, OR USE; LOSS OR CORRUPTION OF DATA, CONFIDENTIAL INFORMATION, OR OTHER INFORMATION; BUSINESS INTERRUPTION; PERSONAL INJURY; PROPERTY DAMAGE; LOSS OF PRIVACY; FAILURE TO MEET ANY DUTY OF GOOD FAITH OR REASONABLE CARE; NEGLIGENCE; AND ANY OTHER PECUNIARY OR OTHER LOSS WHATSOEVER, ARISING OUT OF, BASED ON, RESULTING FROM, OR IN ANY WAY RELATED TO THESE TERMS OR THE PRODUCTS, EVEN IF EBE, ITS AFFILIATES OR ANY SUPPLIER, OR LICENSOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.



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ACKNOWLEDGEMENT AND INDEMNIFICATION

Use your Ebike only if you are comfortable and in complete control with its operation.
Inexperienced persons should not operate an Ebike.

1. You acknowledge that there are inherent anticipated and unanticipated risks and dangers involved with the use of our Products, including the ebikes, whether intended use or as a result of misuse. You understand that such risks can result in injury, death, illness, or disease, physical or mental damage to yourself, your property, other third parties and their property, or to the property of EBE.
2. You agree to hold harmless EBE, its directors, officers, employees, agents, members, partners, suppliers, and licensors in respect of all liabilities, loss, expenses, fines, suits, claims, demands, action or causes of action of any kind and howsoever caused and for which the Purchaser may become liable or by reason of breach or non-performance of any covenant, agreement or proviso, including the safe operation of the Product or by reason of an act or default by the Purchaser including property damage, personal injury, injury to others, or death. This indemnity shall, where the breach, non-performance, damage to property, personal injury or death occurs during the ownership of the Product, survive the termination of ownership.
3. You agree to protect and indemnify EBE, its directors, officers, employees, agents, members, partners, suppliers, and licensors and hold harmless from, including those of third parties, and against any and all loss, claims, liability or costs (including court costs and attorney's fees) incurred by reason of: (a) Any damage to any property or any injury, including death, to any person occurring from the use of our Products or (b) The use, conduct or management of anything whatsoever done by you or others of our Product; (c) You or others failure to comply with any and all governmental laws, ordinances and regulations or terms of this Agreement applicable to the condition or use of the Product. You further agree that EBE shall not be liable for any personal injuries or damage to any goods, wares, or property, regardless of how such injuries or damages may be caused.
4. You agree to release, waive, defend, indemnify, and hold EBE and its directors, officers, employees, agents, members, partners, suppliers, and licensors harmless and will keep them indemnified from any third-party claim or demand, including reasonable attorneys' fees, relating to or arising from: (a) your purchase or use of any Products; (b) any violation by you of these Terms; or (c) your violation of another party's rights or applicable law. EBE reserves the right to assume, at its sole expense, the exclusive defense and control of any matter subject to indemnification by you, in which event you will fully cooperate with EBE in asserting any available defenses.
5. We reserve the right to refuse service, terminate accounts, issue refunds, void warranties, or cancel orders at our sole discretion. If this decision is made it is final and cannot be undone.

These Terms and any disputes between you and EBE will be governed by the laws of the Province of Alberta and the federal laws of Canada applicable therein, without regard to conflicts of laws.

HOW TO CONTACT EBIKE EDMONTON Inc. If you have any questions or comments regarding these Terms, you may contact EBE by any of the methods available on our website or by email at bike@ebikeedmonton.com.

Purchaser Acknowledgement _____ Date _____