



Bicycle Purchase Agreement

Terms & Conditions

Frame Number: *To be assigned after receipt of your payment.*

Documentation. Your Purchase Agreement (the "Agreement") is made up of the following documents:

1. **Review Build:** The "Review Build" describes the bicycle that you designed, configured, and ordered through our website, including pricing.
2. **Terms & Conditions:** These Terms & Conditions are effective as of the date you place your order and make your Order Payment (the "Order Date").

Agreement to Purchase. You agree to purchase the bicycle or assembly of bicycle components (the "Bicycle") as described in your "Review Build" from Bastion Cycles Pty. Ltd. (ACN 604 585 640) ("we", "us" or "our") pursuant to the terms and conditions of this Agreement. Your Bicycle is priced and configured based on the features and options available at the time of order. Options or features released after you place your order may not be included in your Bicycle.

Purchase Price, Taxes, Duties and Official Fees. The purchase price of the Bicycle as indicated in your "Review Build" includes Australian GST and shipping, but excludes any duties, fees and government taxes that may apply in your home country if purchasing from outside of Australia.

Manufacturing Process.

Engineering Phase: In this phase our Engineers will review and analyse your order and prepare a report which will be sent to you for approval. The report will contain a summary of your order, and a more accurate analysis of the performance of your Bicycle. It will also be accompanied by a 3D model that will enable you to view your exact geometry. You may cancel your order at this stage and only incur a cost of \$250 AUD (incl. GST). The remainder of your Order Payment will be refunded to you. You may also make any changes to your design without incurring any additional costs.

Pre-production Phase: Once you have approved your design, depending on the volume of orders we receive, there may be a delay until your Order is sent to Production. You may cancel your order during this phase without incurring any additional costs. You may also change your order during this phase for an additional \$250 AUD (incl. GST) Engineering Fee.

Production Phase: When we submit your order to Production, your Order Payment becomes earned and non-refundable. Because production of your Bicycle is already underway changes are no longer possible.

Cancellation; Default. Because your Bicycle is custom ordered, we incur significant costs in starting production of your vehicle. We also incur significant costs for remarketing and selling the Bicycle if you cancel or default in this Agreement. As a result, your Order Payment is non-refundable once your order is sent to Production.

Delivery. We will notify you of when we expect your Bicycle to be ready for delivery. The delivery date is subject to change at our discretion. We will make every effort to keep you informed of any changes in a timely manner.

Warranty. We offer a lifetime warranty on manufacturing defects for the Bicycle Frame (the "Frame") only. The warranty does not include failures that can be attributed to incorrect use of the Bicycle. Incorrect use may be considered as, but not limited to:

- Using a Road Bike on Mountain Bike trails
- Installing non factory fitted accessories, such as fenders or bags
- Overloading of the Bicycle
- Poor maintenance or fitment of incorrect components

All components of the Bicycle other than the "Frame" are purchased by us from our suppliers. In these cases, each supplier's individual warranty will apply.

Limitation of Liability. We accept liability to you for any breach by us of contract or negligence under the principles applied by the courts for breach of any non-excludable rights under consumer protection laws but, to the extent permitted by law, we are not liable for any incidental, special or consequential damages.

No Resellers. Bastion Cycles sell directly to our consumers, and we may unilaterally cancel any order we reasonably believe has been made with a view towards resale of the Bicycle or that has otherwise been made in bad faith.

Governing Law. The terms of this Agreement are governed by, and to be interpreted according to, The Australian Consumer Law (ACL).