

TERMS AND CONDITIONS

GENERAL:

1. By purchasing a product from Us or by using our website ("Website"), You are entering into an agreement with us whereby You and anyone You represent or are authorised to act on behalf of agree(s) to and accept(s) the terms and conditions set out hereunder ("Conditions") and where applicable, any other terms and conditions contained on our website ("Website Conditions"). Please therefore read the Conditions and the Website Conditions carefully.
2. The Conditions and/or the Website Conditions apply to all products no matter how purchased or obtained from Us.
3. While we have taken every care to ensure the accuracy of information provided to You, We will not accept any liability whatsoever for any inaccuracies, omissions or errors contained herein, on the Website or as provided to You by any other means and whether accidental or not.
4. You confirm that all information in the Order provided by You is accurate and correct and not misleading and you will update all such information expeditiously should any change occur at any time.
5. You acknowledge that all intellectual property rights whatsoever in and to the Website including the copyright to the Website, any registered or unregistered trademarks and other marks or rights reside in Us or our agents and our associates and may not be used without Our consent in writing. Links to external websites or third parties are provided for convenience only.
6. You are responsible for the conduct of any person using the Website in Your name or under any authority or licence provide by You and this includes the security or confidentiality of any password or login details and all activities carried out on the Website.
7. You also agree that We may collect private information and retain it according to any Privacy Policy which we may have put in place at any time. We will use Your private information according to law. We may ask You for personal information for ID purposes and on request You will provide any information or documents We reasonably require.
8. You may be entitled to the protection provided to consumers under the Australian Consumer Law ("Law"). Nothing in these Conditions or the Website Conditions seeks to derogate from or reduce the matters or protections set out in the Law or the effect of the Law.
9. Subject to the terms of the Law, or any other relevant law, We will not accept or be liable for any claims for loss or damage, liability or expense whatsoever incurred or suffered by You or any third party arising out of the operation or use, nature or quality of the product(s) purchased from Us.

10. Goods and Services Tax ("GST") may be payable on Your purchase. Generally, all prices are quoted in AUD (Australian Dollars) and inclusive of GST.
11. Generally, Your purchase will be covered by a Manufacturer's Warranty. Please read same carefully.
12. No variation of the Conditions or the Website Conditions will be recognised unless agreed to in writing by Us or by our authorised officer.
13. You agree that the Order and this Agreement contains the whole of the agreement between us and You have not relied on any conduct of or statement made by Us or anyone acting on our behalf which is not contained therein;
14. Changes to the Conditions or the Website Conditions including price or other changes may be made by Us at any time and will be posted on the website as soon as practicable.
15. We reserve the right to take a raincheck or otherwise defer or cancel any Order at any time for any reason. In the appropriate case, You will receive a full refund of your payment or deposit.
16. No waiver, indulgence or other concession whatsoever granted by Us or anyone acting under or through Us whether before or after the date of this agreement including the failure to take action to exercise any right, power or remedy or to insist on strict compliance with the Conditions or the Website Conditions shall be enforceable against Us or in any way operate to reduce your liability to Us nor shall it constitute a waiver by Us of our right to exercise any such or right, power or remedy or to demand such compliance.
17. The Conditions and the Website Conditions shall override any other written or oral contract, arrangement or understanding between us to the extent of any inconsistency.
18. You indemnify Us and agree to pay Us on demand for any loss or damage, liability or expense incurred or suffered by Us for any breach by You or any Associate or person authorised by You to act for You of the Conditions or the Website Conditions and/or for any loss or damage, liability or expense incurred or suffered by You or any third party claiming through You. This indemnity is a separate and continuing obligation and binding notwithstanding that any agreement between us has ended for any reason.
19. This agreement shall be governed by the laws of the State of Victoria and the relevant laws of the Commonwealth of Australia.
20. Definitions:
 - (a) The singular includes the plural and vice versa;
 - (b) Any gender includes the other genders;
 - (c) A person includes an individual, body corporate, government or institution;
 - (d) Any obligation, promise, right or warranty which binds or benefits two or more persons hereunder binds or benefits those persons jointly and severally;
 - (e) ACL, the Law, Australian Consumer Law shall mean the Australian Consumer Law (Clth.) as set out in Schedule 2 of the [Competition and Consumer Act 2010](#) (Clth);

- (f) Agreement refers to the agreement between You and us constituted by your Order and Payment and our delivery of Product and otherwise as appears in the terms set out hereunder;
- (g) Us, We, Our, Seller and DutchCargoBike shall mean and include the owner for the time being of the business of "DutchCargoBike" and the registered Business Name: "DutchCargoBike" and the Person named as Seller in the Order and includes our agents and other authorised representatives including respective successors and assigns;
- (h) You, Your, or Buyer shall mean the person or persons and each one named in the Order;
- (i) Coupon, Discount and Gift Card shall mean the offers or concessions offered by Us from time to time.
- (j) Manufacturer's Warranty and Manufacturers' Warranties shall mean the warranties provided from time to time by the manufacturers of the Products or any of them;
- (k) Order, Orders, E-Bike Orders shall mean the written agreement by You to purchase Product from Us;
- (l) Payment shall mean payment in full of all monies owing by You to Us at any time whether as set out in an Order or Orders or otherwise;
- (m) Privacy policy shall mean any written Privacy policy adopted by Us from time to time;
- (n) Product and Products means each of the items purchased by You and referred to in the Order or Orders;
- (o) Refund shall mean the amount agreed by Us at our discretion to refund to You on the terms We agree to or set;
- (p) Conditions and Website Conditions shall mean respectively the terms and conditions governing the sale of Products to You set out in the Order or Orders or in place from time to time;
- (q) Website shall mean www.dutchcargobike.com.au or such other website we maintain from time to time.

ORDERS AND SHIPMENTS

- SHIPPING COSTS: Where applicable, any anticipated packaging, shipping or delivery costs will be included in our invoice. There will be no charge for Product collected in store.
- E-Bike orders will be shipped free to Australian metropolitan addresses. We reserve the right to charge extra depending on the Product model and final destination address.
- Some Product cannot be shipped internationally. Please ask our team for further information.

DELIVERY AND PROCESSING:

- After the Order has been placed and Payment received by Us, we will require ~~up to~~ two (2) business days to prepare the Product for shipping. Generally, Product will be shipped from our Melbourne warehouse within three (3) to five (5) business days and email confirmation with full details of courier or shipping arrangements will be provided to you at the email or other address provided to us. International shipping will take longer.
- These process times are estimates only and not binding on Us.
- Some Products may not be in store and may not immediately be available. We will do our best to keep you informed if this is the case.
- We cannot be responsible for delay caused by couriers or post services.
- Because of the high-precision nature of most items of Product, we recommend that you arrange for a qualified mechanic to check the Product before using. We cannot accept any liability once the Product has been used.
- We will require your signature for proof of delivery. This must be the person whose details are contained in our records as the Buyer. You may authorise Us to leave the Order unattended upon delivery. If so, you do so at your risk and we will not be liable for any loss as a result.

ORDER STATUS:

- For enquiries regarding the progress of your shipped Order, please contact Us.

PAYMENT

- No Product will be shipped or delivered without Payment.
- Payment may be made by credit card, bank transfer, PayPal or other provider or means accepted by Us.
- We may need to verify orders and parties making orders for security reasons. For example, we may make a small charge to your card, which will be immediately refunded. We will ask you to supply the details to confirm your ownership of the card. Or we may telephone you to confirm your order details.
- To ensure your payment is received and applied to your Order, please use the invoice number provided. This will prevent unnecessary delays. If we are unable to apply a payment within five (5) business days, the Order may be cancelled.
- Credit card or other payments may not be reversed without our consent.
- Coupons, Discounts and Gift Cards may only be used once per customer and per Order and may not be used in conjunction with any other offer or discount. We may amend the terms applicable at any time without notice.

MAINTENANCE

- You agree to regularly and properly maintain your Product. Failure to do so may affect your legal position and invalidate your warranty claim.

WARRANTIES AND RETURNS

- Subject to the law, we do not provide any separate warranty for the condition, operation, suitability or quality of your Product.
- Current Manufacturers' warranties as provided to or known by Us can be found [here](#).
- In the event that the Product has not been used or is faulty and is returned within thirty (30) days of the date of shipping in original condition, complete and intact, with all packaging, we will upon acceptance of the returned or faulty Product provide a replacement as soon as possible or, in cases where this is not possible, consider a Refund of all or part of the purchase price. We will also cover some or all shipping costs where the claim is accepted.
- Refunds will only be made according to the method used to make the Payment.
- Where the Product has been purchased using Discounts, Gift Cards or Coupons, there will only be a refund of the net price paid for the Product.
- Depending on the financial institution, refunds may take up to five (5) business days to reach your account.
- You may not encumber nor otherwise mortgage, pledge, lease or hire the Product without our consent in writing while Payment is outstanding;
- We do not accept returns as a result of change of mind.

CONTACT US: Contact Us [here](#).

