# **TERMS AND CONDITIONS**



## 1. GENERAL CONDITIONS

a). Subject to applicable law, we reserve the right to refuse service to anyone for any reason at any time.

b). You understand that your content (excluding credit card information), may be transferred unencrypted and involve (a) transmissions over various networks; and (b) changes to conform and adapt to technical requirements of connecting networks or devices.

c). Credit card information is always encrypted during transfer over networks.

d). You agree not to reproduce, duplicate, copy, sell, resell or exploit any portion of the Service, use of the Service, or access to the Service or any contact on the website through which the service is provided, without express written permission by us.

e). Certain products may be available exclusively online through the website or to our distributors. These products or services may have limited quantities and are subject to return or exchange only according to our Return clause (clause 9).

f). We have made every effort to display as accurately as possible the colors and images of our products.

g). We reserve the right to limit the sales of our products or Services to any person, geographic region or jurisdiction. We may exercise this right on a case-by-case basis.

h). If you purchase a product from us, we assume it is for your personal use or as a gift for another person; if you intend to resell or distribute the product please notify us in advance.

i). All descriptions of products or product pricing are subject to change at any time without notice, at the sole discretion of us. j). We reserve the right to discontinue any product at any time.

## 2. PERSONAL INFORMATION

a). We reserve the right to refuse any order you place with us.

b). We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order.

c). These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address.

d). In the event that we make a change to or cancel an order, we may attempt to notify you by contacting the e-mail and/or billing address/phone number provided at the time the order was made.

e) We reserve the right to prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers without prior approval.

f). You agree to provide current, complete and accurate purchase and account information for all purchases made at our store.g). You agree to promptly update your account and other information, including your email address and credit card numbers and expiration dates, so that we can complete your transactions and contact you as needed.

### 3. MAXIMUM WEIGHT

a). Each of our boards has a specific weight but in general the max load is 260 pounds (120kg).

b). We do recommend a maximum weight of 245 pounds (100kg) and below, for maximum performance as weights above that might have an impact on distance and speed and capabilities on inclines.

### 4. AGE OF USERS

a). The Services are available only to users who can form legally binding contracts under applicable law.b). By using the Services and purchasing a product from us, you represent and warrant that you are at least eighteen (18) years of age and/or otherwise recognized as being able to form legally binding contracts under applicable law.

## 5. LIMITATIONS

Expectations surrounding top speed performance and range is generally advised. There are countless variables involved with the expected top speed and range from your battery such as:

- Consumers weight
- Terrain
- Gradient / Incline
- Voltage level
- Plus other factors like wind and heat

Additional factors include the measurement of velocity and/or distance which can vary with mobile devices that are only able to give an 'indication' on speed based on low accuracy GPS signals etc. Due to the level of variables involved, light electric vehicles including our electric skateboards are advertised with the approximate speed and range expected rather than an exact number.

## 6. PROPRIETARY RIGHTS

We reserve all rights under intellectual property law in the content of the site, in our products, logos, trademarks, brands, trade names, industrial designs, copyrights and other related intellectual property rights.

### 7. SALE ITEMS

Only regular priced items may be refunded, unfortunately sale items cannot be refunded.

# **TERMS AND CONDITIONS**



## 8. SERVICE AND PRICES

a). Prices for our products are subject to change without notice.

b). We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time.

- c). We shall not be liable to you or to any third-party for any modification, price change, suspension or discontinuance of the Service.
- d). No order made on the site is binding until an order confirmation is sent to you by email.

### 9. RETURNS

a). We accept returns on all new and unused products up to 7 days from the date the product was delivered.

b). If 7 days have gone by since your purchase was delivered, unfortunately we can't offer you a refund or exchange.

c). To be eligible for a return, your item must be unused and in the same condition that you received it and in the original packaging.

d). To complete your return, we require a receipt or proof of purchase. We accept returns of new, unworn, unused, unwashed, and undamaged items within 7 days of delivery.

e) We suggest that each customer save the original box and packaging material in case they need to return for warranty repairs or servicing. Please note that you will need to pay for shipping your product back to us.

## 10. REFUNDS

a). Once your return is received and inspected, we will send you an email to notify you that we have received your returned item. b). We will also notify you of the approval or rejection of your refund.

c). If you are approved, then your refund will be processed, and a credit will automatically be applied to your credit card or original method of payment, within a certain amount of days.

## 11. SHIPPING AND DELIVERY

a). All products will be put through to shipping within one business day.

b). Delivery can only be made to physical street addresses, no PO boxes. Please make sure the address on the delivery address is correct. It is important that the suburb is correct and matches the postcode.

c). Our products can be delivered to a home or work address and Direct Freight requires a signature upon delivery.

### **12. SHIPPING TIMES**

This table is an approximate guide for transit times for in-stock products.

Delivery to Sydney, NSW - 1-2 days	Delivery to Canberra, ACT - 1-2 days	Delivery to Adelaide, SA - 3-4 days
Delivery to Melbourne, VIC - 2-3 days	Delivery to Brisbane, QLD - 1-2 days	Delivery to Perth, WA - 5-6 days
Delivery to Hobart, TAS - 4-5 days	Delivery to Darwin, NT - 8-10 days	We quote if postage outside Australia

### 13. DISPATCH

During busy times, please allow up to 48 hours for products to be shipped. This may vary during holiday periods however the Abfract team work very hard to ensure orders are shipped ASAP.

## 14. DELIVERY USING AUSTRALIA POST

The Australia Post service is a standard service, and delivery times depend on your location. You can get the estimated shipping times for a delivery to your postcode on the Australia Post website also.