



**bicycles for humanity**  
WESTERN AUSTRALIA

Bicycles for Humanity (WA) Inc  
ABN: 66157631327  
Unit 1, 7 Elmsfield Road  
Midvale, WA, 6056  
Email: [info@b4hwa.com](mailto:info@b4hwa.com)  
Web: [www.b4hwa.com](http://www.b4hwa.com)

### TERMS AND CONDITIONS OF PURCHASE

- 1 By purchasing any bicycle or any other good (**Goods**) from Bicycles for Humanity (WA) Inc. (**Seller**) you agree to the terms and conditions set out below.
- 2 To the maximum extent permitted by law, the Seller disclaims all warranties, representations and conditions, express or implied, including those of merchantable quality, durability, fitness for a particular purpose and those arising under statute or otherwise in respect of the Goods.
- 3 You acknowledge and agree that:
  - (a) the Goods are second-hand;
  - (b) the Seller has given you reasonable opportunity to, and you have, thoroughly inspected the Goods immediately on delivery or prior to purchase of the Goods; and
  - (c) where reasonably practicable (and to the extent the Seller was aware at the time of purchase), the Seller has made you aware of any faults, defects or damage or that the Goods may require service or repair in future;
  - (d) the Goods are refurbished and whilst the Seller had made reasonable endeavours to restore the Goods to working order, you accept that the Goods do not meet the original manufacturer's specifications, are not sold in their original packaging and may be:
    - (i) subject to faults, defects and damage (whether cosmetic, functional or otherwise); and
    - (ii) may not function as intended or may not be fully operational and may be defective in ways that render them difficult to use, may require service or repair or may be missing essential components.
- 4 To the maximum extent permitted by law, you agree that the Seller shall not be responsible or liable for any loss or damage to the Goods, or caused by the goods, or any part thereof however arising. Such loss includes money (including profit), goodwill, or reputation, or any special, indirect, or consequential damages arising out of your use of the Goods, even if you advise us or we could reasonably foresee the possibility of such damage occurring.
- 5 To the maximum extent permitted by law, you agree that the Seller shall not be liable for any fault, defect or damage which may be wholly or partly caused by, or arise as a result of:
  - (a) the Buyer failing to properly maintain or store the Goods;
  - (b) the Buyer using the Goods for any purpose other than that for which they were designed;
  - (c) the Buyer continuing the use of any Goods after any defect became apparent, or should have become apparent to a reasonably prudent user;
  - (d) the Buyer failing to follow any instructions provided by the Seller; or
  - (e) fair wear and tear, any accident, or act of God.
- 6 Despite paragraphs 1 to 5, to the maximum extent permitted by law, if the Seller is found to be liable, the Seller's liability to you or any third party (whether in contract, delict, negligence, strict liability, by statute or otherwise) is limited to the greater of:
  - (a) the total purchase price paid for the Goods; or
  - (b) the cost of replacing or repairing the Goods.
- 7 To the maximum extent permitted by law and in the absence of fraud, you agree not to make, and release any right you may have to make, any claim against the Seller, its representatives, directors, officers, employees and contractors based on false or misleading representations or deceptive conduct concerning the Goods or with respect to future matters concerning the Goods, whether under statute or otherwise.