



PURCHASE AGREEMENT



TERMS OF SALE

1. The purchase and sale provided herein is a final sale. The Bike is not returnable for any reason.
2. Buyer expressly acknowledges and understands the Bike has been used. The Bike is NOT a brand new bike and Seller makes no representation as such. Upon delivery to Buyer, the Bike may have visible indications of normal wear and tear but, to the best of Seller's knowledge, the integrity of the frame and components remains adequate for ordinary recreational use.
3. Buyer understands that any bicycle, whether new or used, is a mechanical device and, as such, bicycle frames and components can and do break and/or wear out. Seller shall thoroughly inspect and professionally tune the Bike prior to purchase; however, Seller shall not be responsible for latent structural defects. Other components and/or parts will be replaced on the Bike prior to sale at the sole discretion of the Seller.
4. A minimum deposit of fifty percent (50%) of purchase price shall be due upon signing this Agreement. All deposits are NON-REFUNDABLE. The remainder of the Purchase Price shall be paid prior to ownership. Buyer and Seller both acknowledge the Purchase Price reflects the nature of the Bike as a used product.
5. At Buyer's request, Seller shall make reasonable arrangements for shipment of the Bike with a common carrier of Seller's choice to ship the Bike to Buyer's address provided herein. If Seller, in its sole discretion, will be prevented directly or indirectly, on account of any cause beyond its control, from delivering the Bike at the time specified in this Agreement, then Seller will have the right to terminate this Agreement by notice in writing to Buyer, which notice will be accompanied by full refund of all sums paid by Buyer pursuant to this Agreement.
6. Seller reserves the right to cancel this Agreement if Buyer fails to pay any balance of the Purchase Price when due in Seller's sole discretion. If Seller cancels this Agreement as provided herein, Seller shall give notice in writing to Buyer. Buyer shall not be entitled to a refund of any deposit.
7. This Agreement cannot be modified in any way except in writing signed by all the parties to this Agreement. This Agreement constitutes the entire agreement between the parties and there are no further items or provisions, either oral or otherwise. Buyer acknowledges that it has not relied upon any representations of the Seller as to prospective performance of the Bike but has relied upon its own inspection and investigation.
8. If any clause of this Agreement is held invalid by any court of competent jurisdiction, arbitration panel or other official finder of fact, the clause will be deleted from this Agreement and the balance of this Agreement will remain in full force and effect.
9. This Agreement will insure to the benefit of and be binding upon the Seller and Buyer and their respective successors and assigns.

CAUTION: THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND WILL BAR YOUR RIGHT TO SUE THE SANTA BARBARA BICYCLE COALITION/BICI CENTRO. THE BIKE IS SOLD "AS IS" AND SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Seller's above disclaimer of warranties does not, in any way, affect the terms of any warranties which may be applicable from the manufacturer of the Bike.

The above terms constitute a contract. By checking this box you agree to enter into an electronic contract with the Santa Barbara Bicycle Coalition/Bici Centro.

Required

LightSpeed Transaction Number:

First & Last Name:

Email:

Phone Number:

Purchaser Signature:

Date: