

# CYCLOTRICITY LIMITED THROTTLE AND PRODUCT DE-RESTRICTION TERMS OF USE

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## 1 Definitions & Interpretation

In these Conditions, the following words shall have the following meanings:

- “Buyer”** means the person(s), firm or company who receives the Goods from the Seller;
- “Contract”** means the contract between the Seller and the Buyer for the exchange of material, incorporating these Conditions;
- “Goods”** means any goods agreed in the Contract to be supplied to the Buyer by the Seller (including any part or parts of them); and
- “Order Form”** means the Seller’s standard order form for Goods.
- “Seller”** means CycloTricity Limited trading from Unit 15 Nursling Industrial Estate, Majestic Road, Southampton, SO16 0YT;
- “Throttle”** means an Add-on device, otherwise commonly known as “Twist&Go” as referred to by the 168/2013 regulation of the European Parliament. This device enables an electrically assisted bicycle to provide assistance without pedaling.
- “De-restriction”** means the act of modifying the Goods to alter the on-road legally compliant power restrictions set by the manufacturer.

- 1.2 In these Conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admit or requires.
- 1.3 In these Conditions, headings will not affect the construction of these Conditions.

## 2 Application Of Terms

- 2.1 The Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

## 3 Terms of Use

- 3.1 Upon request from the Buyer, the Seller hereby agrees to supply an add-on device, otherwise commonly known as a Throttle or Twist&Go, enabling an electric bicycle to provide assistance without pedaling for reasons other than using the Goods on-road. This is in return for satisfying the remainder of conditions described in this agreement. This is subject to availability and at the discretion of the Seller.
- 3.2 Upon request from the Buyer, the Seller hereby agrees to provide instructions for de-restricting the electric bike system beyond the road-legal limit of 250W for reasons other than using the system on-road. This is in return for satisfying the remainder of conditions described in this agreement.
- 3.3 The Buyer understands it is illegal to have a functioning Throttle or run the de-restricted system on-road and could result in serious legal implications.
- 3.4 The Buyer understands that having a functioning Throttle installed or de-restricting the system beyond the 250W power output must only be used off-road, or for purposes other than powering a bicycle.
- 3.5 As an international manufacturer, CycloTricity reserves Throttles and the de-restriction code for use in countries where these are permitted. Obtaining a Throttle and/or the de-restriction code does not imply it is road-legal to use it. An appropriate license/permission must be obtained from the relevant authorities before such configuration can be used on-road.
- 3.6 Unless clause 3.7 is applicable, you are prohibited from distributing, sharing or disclosing the de-restriction settings in any way without a prior written consent of CycloTricity.
- 3.7 In the event of resale, where the Buyer is an authorized CycloTricity dealership, the Buyer must ensure a signed copy of this agreement is obtained from their customers prior to supplying a Throttle or disclosing the de-restriction settings.
- 3.8 In the event of resale, authorized CycloTricity dealerships must keep records of a signed copy of this agreement for each one of their customers to whom a Throttle is supplied or the de-restriction settings are disclosed. The dealership understands that they must present their customers’ signed agreements to the Seller upon request.
- 3.9 The Buyer understands that certain bicycles are not designed for a system with a power output higher than 250W nor speeds higher than 25km/h. Therefore, de-restricting the system could be hazardous and it is the buyer's responsibility to ensure it is safe to attempt such de-restriction.
- 3.10 CycloTricity or any of its authorized dealerships will not be held responsible for any damages, accidents, personal injury, death or any other consequence arising from use of Throttles or de-restricting the system. Attempting this will entirely be at the buyer's own risk.
- 3.11 The buyer understands that the disclaimer as well as all guidelines and/or installation instructions for the Goods must be carefully read and applied before attempting a de-restriction or installing a Throttle.
- 3.12 Where sufficient instructions are lacking, it is the Buyer’s responsibility to contact the Seller to obtain this.

## 4 Description

- 4.1 All drawings, descriptive matter, specifications and advertising issued by the Seller and any descriptions or illustrations contained in the Seller’s catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of this Contract.

## 5 Risk/Title

- 5.1 The Goods are at the risk of the Buyer from the time of delivery.

## 6 Notices

Unless otherwise expressly stated in these Conditions, all notices from the Buyer to the Seller must be in writing and sent to the Seller at either to [info@cyclotricity.com](mailto:info@cyclotricity.com) or Unit 15 Nursling Industrial Estate, Majestic Road, Southampton, SO16 0YT. All notices from the Seller to the Buyer will be sent to the Buyer's address or email address specified in the Order Form.

## 7 Governing Law

The Contract shall be governed by and interpreted in accordance with British law and the British courts shall have jurisdiction to resolve any disputes between the Seller and the Buyer.

## 8 Entire Agreement

- The Contract sets out the entire agreement between the Seller and the Buyer. Nothing said by any sales person on behalf of the Seller should be understood as a variation of the Contract or as an authorised representation about the nature or quality of the Goods. Save for fraud or fraudulent misrepresentation, the Seller shall have no liability for any such representation being untrue or misleading.
- No variation of or amendment to the Contract shall bind either party unless made in writing and signed by the authorised representatives of both parties.

## The Buyer

Full Name: \_\_\_\_\_

Company (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_

Contact number: \_\_\_\_\_

I declare that I have read and understood this agreement especially the Terms of Use described in points 3.1 through 3.12

Signature: \_\_\_\_\_

Date: \_\_\_\_\_