

## **Biria Bikes Dealer agreement**

“Dealer” is a retail establishment at the location specified below. “Dealer” is in the business of selling and servicing bicycles and bicycle parts and accessories. Biria Bikes agrees to entitle the Dealer as “Authorized Biria Dealer” to sell, rent and service Biria Bicycles.

### Dealer’s Obligations:

As an “Authorized Dealer,” Dealer agrees to the following:

1. Sell the bicycles and accessories to the general public only through the retail facility.
2. Assemble all bicycles before sale and delivery and fit each customer appropriately and fully insure safety.
3. Service and repair the Biria bicycles in accordance with Biria Bicycles’ warranty and Biria’s terms and conditions.
4. Promote in a positive manner the Biria brand and Biria bicycles in order to maximize demand for the products.
5. Notify Biria on a timely manner if and when the retail facility is changed.
6. Pay within the terms accepted by Biria all invoices from Biria.

### Biria’s Obligations:

So far as this agreement is effective, Biria agrees to:

1. Ship Bicycles, parts and accessories to dealer within a timely manner following the acceptance of an order by the Dealer.
2. Maintain bicycles and replacement parts at Biria’s facilities.
3. Assist Dealers in resolving customer complaints and warranty issues.

### Terms and Conditions

1. Orders are accepted by Biria through:
  - a. Telephone orders
  - b. Online portal
  - c. Authorized Sales representative
  - d. Email
2. Biria agrees to ship the orders on the date that is requested by the Dealer. Dealer understand that the requested delivery dates are in most part out of Biria’s control and Biria shall not be liable for untimely deliveries.
3. Dealer is fully responsible for all orders that have been delivered and accepted by the Dealer.
4. Any shortages and damages must be noted in writing on the Delivery Receipt to the shipping/delivery company when delivery is made. Biria will not be responsible for any shortages or damages that are not reported to the delivery company.
5. Dealer must inspect all goods immediately upon receipt. Notice of damages that are not caused by shipping carrier must be reported to biria within 10 days after delivery of the products.
6. Biria reserves the right to assess restocking fees, shipping fees and other service charges on all returned

goods.

- 7. All taxes and duties levied by any federal, state or local government authority, directly or indirectly, shall be the responsibility of the Dealer.
- 8. All orders are paid upon receipt unless terms have been designated by Biria. Unless stated otherwise by Biria, all terms granted are net 30.
- 9. If payment is received after the due date, Dealer will be assessed a delinquency charge of 1.5% per month (18% per year) on the unpaid balances.
- 10. Dealer will be assessed a service charge of \$35 for returned checks.
- 11. Any credit balance shall be applied to Dealer's future orders.

Biria Bicycle Limited Warranty

Biria Bicycle frames are warrantied to be without any defects in material and workmanship for as long as the original purchaser owns the bicycle. All parts, accessories and components are warrantied to be without any defects in material and workmanship for a period of one year from the date of purchase.

Dealer is required to assemble Biria Bicycles and fit them to each customer who purchases a Biria bicycle.

The warranty does not cover normal wear and tear. Warranties are void if the bicycle is used in activities that are not normal for the particular model. Warranty is also void if any of the Biria Bicycles are used in off-road use, such as mountain biking, ramp jumping or similar activities.

The warranty is VOID on bicycles that are sold unassembled and unfitted by the dealer. Internet

and Mail Order

Dealer may sell Biria Bicycles online ONLY through the Dealer's website. Dealer may not sell any Biria Bicycle online at prices below MSRP determined by Biria.

Dealer MUST certify that all bikes sold on its website are delivered to the customer in a Fully Assembled condition. The Assembly MUST be done by a professional Bicycle Dealer. All warranties are VOID on bicycles that are sold unassembled.

ACCEPTED:

Biria Corporation:

Dealer:

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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