

## Reservation Terms and Conditions

Thank you for your interest in purchasing a Fliteboard. Your Reservation of a Fliteboard is effective once we receive your Deposit.

### 1 Definitions

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**Deposit** means a payment to secure Your Reservation, being the amount detailed in the tax invoice provided to You.

**Fliteboard** means the product known as "Fliteboard" and the details of which are published on the fliteboard.com website.

**Reservation** means a pre-order of a Fliteboard in accordance with these terms and conditions, and determines the order of priority that We will supply Fliteboard products to You and other customers.

**Reservation Form** means the order form that has been completed and submitted by You using the fliteboard.com website.

**Second Instalment** means a payment of 50% of the balance remaining when subtracting the Deposit from the purchase price, and which will be detailed in the Purchase Agreement and updated tax invoice provided to You approximately 16 weeks prior to the expected shipment date of your Fliteboard.

**We** or **Us** means Fliteboard Pty Ltd ACN 621 061 569.

**You** means the potential purchaser of the Fliteboard, whose details are set out in the Reservation Form. **Your** has a corresponding meaning.

### 2 Pre-Order Process

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- (a) By completing and submitting a Reservation Form and paying the Deposit, You have indicated an expression of interest to purchase a Fliteboard.
- (b) Approximately 16 weeks prior to expected shipment date of your Fliteboard, We will contact You and provide you with a Purchase Agreement and updated tax invoice showing the Second Instalment due. The Purchase Agreement will contain all of the terms and conditions of Your purchase of the Fliteboard, including the final purchase price including other costs (for example, shipping costs) and confirming the expected shipment date. The Second Instalment due date is 28 days from the date of the Purchase Agreement and updated tax invoice.
- (c) If You decide to proceed with the purchase of a Fliteboard, the Purchase Agreement is taken to have been accepted by You when we receive the Second Instalment. We will apply your Deposit and Second Instalment against the purchase price. Until you accept a Purchase Agreement, either You or We may cancel Your Reservation in accordance with paragraph 4 of these terms.
- (d) Your Deposit is not held separately, in escrow or trust, and may be utilised by us, including to develop and / or manufacture Fliteboard products. We do not pay any interest on Your Deposit in the event that Your Reservation is cancelled by either party.
- (e) Your Deposit is not transferable without Our permission.

### **3 Delivery Time**

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Any delivery times given for a Fliteboard provided to or discussed with You any time before You enter into a Purchase Agreement are estimates only and are not binding on Us. You are able to cancel Your Reservation in accordance with paragraph 4 of these terms, at any time prior to accepting a Purchase Agreement.

### **4 Cancellation**

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Either We or You may cancel Your Reservation any time before a Purchase Agreement is accepted by You, by giving the other party written notice. We will refund the amount of the Deposit You have paid within 10 working days of Us receiving notice of Your cancellation, or within 10 working days of Us giving You notice of the cancellation. Any applicable fees including credit card merchant fees or international money transfer fees will be deducted from the amount of the Deposit that We refund to You.

### **5 No exclusions**

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Nothing in these terms and conditions excludes, restricts or modifies or has the effect of excluding, restricting or modifying any condition, warranty, guarantee, right or remedy implied by law (including the Competition and Consumer Act 2010 (Cth)) and which by law cannot be excluded, restricted or modified.

### **6 General**

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The terms of a Reservation shall be governed by and construed in accordance with New South Wales law. The parties submit to the non-exclusive jurisdiction of the courts and tribunals of the governing law jurisdiction.