TERMS AND CONDITIONS OF SALE

Thank you for selecting Worksman Cycles products. We are proud to offer a full range of cycles with models right for just about anyone…. active adults, experienced cyclist, physically challenged people, cruiser enthusiasts, couples and even those who have never learned to ride a two wheeler.

With Worksman Cycles, there is no reason to ride on a hard, narrow seat, no complicated gears, no extensive maintenance and no hassles. We sell cycles that offer many a new sense of independence and freedom. You may not know that Worksman Business Cycle System is the World’s leading brand of commercial cycles. Companies such as Ford, GM, Mercedes Benz, Exxon and United Airlines use Worksman Industrial Bicycles and Tricycles at their large facilities as a means of efficiently moving personnel. Many resorts use fleets of Worksman Cycles for their cycle rental businesses. We use a lot of the same production methods and parts on our pleasure cycles, so you can rest assured that a Worksman Cycle is built to last. Therefore, when you purchase a Worksman Cycle, you are in good company and are purchasing your cycle from a company that has been in business for well over 100 years!

The following terms and conditions of sale (“Agreement”) apply to all sales of products from Worksman Trading Corp (Worksman Cycles) to Buyer.

1. PRICES. Prices are EXW (Incoterms 2010) Seller’s point of shipment unless otherwise specified. Prices are stated in United States Dollars, are exclusive of sales, use, excise or similar taxes and are subject to any price adjustment necessitated by Worksman’s compliance with any act of government. New York State Sales Tax apply to shipments within NYS (at this point, shipments outside of NYS are not subject to our collection of sales tax) upon the production, sale, shipment or use of the product which Worksman is required to pay or collect from Buyer shall be paid by Buyer to Worksman unless Buyer furnishes Worksman with a NYS tax exemption certificate acceptable to the appropriate NYS taxing authority. Any changes in tariffs, Freight rate or transportation charges prior to the date of shipment will be paid by the Buyer.

2. PAYMENT. Terms of Sales are payment via Credit or Debit Card.

3. TERMS OF SHIPMENT, ACCEPTANCE. Worksman will select the appropriate freight carrier and add shipping and handling charges to the order. Customer may provide alternate shipping instructions, which they will be responsible for resulting fees Since many of our products are large, we have outstanding freight rates, so we recommend that you allow us to handle all shipping. Worksman will select what is, in its opinion, the most satisfactory routing for shipment. If Buyer is to pick up products and has not done so within seven (7) days after advice of readiness, Worksman reserves the right to charge daily storage fees. Shipments picked up in our New York Facility will be subject to NYS sales tax, unless a recognized common carrier is used. Title to products passes at the same time as risk of loss. Buyer agrees that they are free of defects, which a reasonably careful inspection would disclose. End items and/or spare parts shall be packed and packaged in accordance with reasonable commercial practice for one-way shipment by air and/or surface transportation. Worksman reserves the right to accept of reject orders at its sole discretion.

4. DATE OF SHIPMENT. Shipping dates are given at the best of Worksman’s knowledge based upon conditions existing at the time the order is placed and information furnished by Buyer. Worksman will, in good faith, endeavor to ship by the estimated shipping date but shall not be responsible for any delay or any damage arising from its failure to ship by the estimated shipping date.

5. CANCELLATION OF ORDER BY BUYER: All Sales are final.

6. FORCE MAJEURE. Worksman shall not be liable for any failure to perform its obligations under this Agreement resulting directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of civil or military authority, priorities, fire, storms or other labor disputes, accidents, floods, epidemics, war, riots, delays in transportation, lack of or inability to obtain raw materials, components, labor, fuel or supplies, or other circumstances beyond Worksman’s reasonable control.

7. DISCLAIMER OF ANY WARRANTY. BUYER ACKNOWLEDGES THAT IT IS PURCHASING PRODUCTS FROM WORKSMAN IN WORKSMAN’S CAPACITY AS A MANUFACTURER OR DISTRIBUTOR OF SUCH PRODUCTS. BUYER ACKNOWLEDGES THAT IT WILL LOOK SOLELY TO THE WARRANTY(IES), IF ANY, PROVIDED BY THE MANUFACTURER AND THAT MAKES NO WARRANTIES ON ITS OWN BEHALF WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT BY WAY OF LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE.

8. EXCLUSIVITY OF REMEDY, LIMITATION OF LIABILITY. In the event Buyer claims that Worksman has breached any of its obligations under this Agreement, Worksman may request the return of the products and tender to the Buyer the purchase price therefore paid by Buyer and, in such event, Worksman shall have no further obligations under this Agreement except to refund such purchase price upon redelivery of the products. If Worksman so requests the return of the products, the products shall be redelivered to Worksman in accordance with Worksman instructions at buyer’s expense. THE REMEDIES PROVIDED FOR IN THIS PARAGRAPH SHALL CONSTITUTE THE SOLE RECOURSE OF BUYER AGAINST WORKSMAN FOR CLAIMS RELATING TO THE SALE OR USE OF PRODUCTS, WHETHER THE CLAIM IS MADE IN TORT OR IN CONTRACT, INCLUDING CLAIMS BASED ON WARRANTY, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE. IN NO EVENT SHALL AVAILI BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL DAMAGES, OR LOSS OF USE. NOR SHALL WORKSMAN LIABILITY FOR ANY CLAIMS OR DAMAGES ARISING OUT OF OR CONNECTED WITH THIS AGREEMENT OR THE MANUFACTURE, SALE, DELIVERY OR USE OF THE PRODUCTS EXCEED THE PURCHASE PRICE OF THE PRODUCT.

9. GOVERNING LAW, VENUE LIMITATION OF ACTIONS. This Agreement is performed in Queens County New York and shall be governed by laws of the State of New York without regard for its conflict of laws rules and specifically excludes the U.N. Convention on Contracts for the International Sale of Goods. No action for breach of this Agreement or any covenant or warranty arising under this Agreement, shall be brought more than one year after the cause of action has occurred. Buyer agrees that any legal action or
proceeding by Buyer against Worksman with respect to this Agreement will be brought in a court of competent jurisdiction located in Queens County, NY USA.

10. TRANSPORTATION SECURITY REQUIREMENTS: Buyer agrees to make a good faith effort to require its agents (including, but not limited to, brokers and freight forwarders) to (i) comply with all applicable transportation security laws and regulations, and (ii) provide proper identification and when picking up products from Seller.

11. Shortages, Damages and Returns: Please check your order carefully immediately upon receipt. Shortage claims will only be considered within 10 calendar days after the shipping date. If your carton appears to be damaged upon receipt, sign the delivery receipt as damaged. Most likely the product will be fine, despite carton damage. But in the event of actual damage, a claim can be filed providing the receipt is noted with the damaged designation.

12. Warranties: LIMITED WARRANTY:

This cycle is warrantied against faulty parts under the following conditions: this warranty does not cover any failure due to accident, abuse, misuse, neglect or as the result of normal wear and tear, or improper assembly. The entire frame, including all welded joints, is warrantied to be free from defects and material for one year while in possession of the original purchaser. All other parts on this cycle, except tires and tubes, are warrantied for Ninety days from the date of purchase. Repair and replacement of these parts is to be according the Worksman cycles parts and service procedures and must be handled directly through the source where the cycle was purchased. If upon examination of the parts in question, the Worksman cycle dealer determines that it is defective, either repair or replacement will be made at no cost except the cost of transportation and labor charges (if any). Unauthorized repairs or replacement automatically voids warranty. Proper maintenance is required for warranty to be valid. In the event that it was determined that the warranty claim is the result of misuse, abuse, improper maintenance or simply not defective or beyond the warranty period, Worksman Cycles or the dealer will advise you as to the cost of repair, replacement or labor prior to performing any work or replacing any parts. If you choose not to have the dealer or Worksman cycles perform the work, the parts will be returned to you at your expense or discarded if no reply is received within 2 weeks of notification. The sole responsibility of the manufacturer to the terms of this warranty, if any, shall be the repair and/or replacement of the parts as indicated above. The liability of the manufacturer shall in no event exceed the original purchase price of the product, and the manufacturer shall not be responsible for any consequential damages of any nature, including, but not by way of limitation, damages for personal injury or property. This statement constitutes the exclusive expression of warranties by the manufacturer and is in lieu of any or all other warranties such as expressed warranties, implied warranties, including but not limited to warranties of merchantability, and fitness or purpose, are limited in duration for one year from the date of purchase of the frame only and 90 days for all other parts, except tires and tubes which are not warranted. Worksman Trading Corporation is the manufacturer. Misuse of the cycles, including off road riding, installation of motors or power assists, alterations, repairs using parts other than genuine Worksman cycle parts voids warranty. Worksman Trading Corporation is not responsible for maintaining records of serial numbers. Void where prohibited by state law.