

SALES AGREEMENT FOR PERSONAL MOBILITY PRODUCTS

THIS SALES AGREEMENT (“Agreement”) is made and entered into on _____ (date), by and between: **North Shore Bikes, LLC d/b/a Shorewood Bikes**, a Wisconsin limited liability company, with its mailing address located at 6969 N Port

Washington Rd, Suite B150, #301, Glendale, WI 53217 (hereinafter referred to as “Seller”), AND _____ (buyer),

an individual or juridical entity, residing or having a principal place of business at _____ (address) (hereinafter referred to as “Buyer”). Hereinafter collectively referred to as the “Parties,” or individually as a “Party.”

RECITALS

WHEREAS, Seller is engaged in the business of retail sale and distribution of bicycles, electric bicycles (“e-bikes”), electric tricycles (“e-trikes”), strollers, and other personal mobility devices (hereinafter collectively the “Cycles”);

WHEREAS, Buyer desires to purchase from Seller one or more Cycles under the terms and conditions set forth herein;

WHEREAS, Seller desires to sell, and Buyer desires to purchase such Cycles pursuant to this Agreement, under express terms allocating risk, disclaiming warranties, and limiting liabilities;

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

ARTICLE 1 – DEFINITIONS

For purposes of this Agreement, the following terms shall have the meanings ascribed to them below unless the context otherwise requires:

1.1 **“Agreement”** means this Sales Agreement, together with all exhibits, addenda, schedules, purchase orders, invoices, and any written amendments executed by the Parties.

1.2 **“Cycles”** means the tangible movable goods sold under this Agreement, including but not limited to bicycles, electric bicycles, electric tricycles, strollers, and all related personal mobility products.

1.3 **“UCC”** means the Wisconsin Uniform Commercial Code, codified at Wis. Stat. §§ 401.101 et seq., governing the sale of goods within the State of Wisconsin.

1.4 **“Manufacturer”** means the entity responsible for the design, manufacture, assembly, and warranty of the Cycles.

ARTICLE 2 – ACKNOWLEDGMENT OF FOREIGN MANUFACTURERS AND LIMITATION OF LIABILITY

2.1 Buyer hereby acknowledges and expressly agrees that certain Cycles sold pursuant to this Agreement, including but not limited to the Meet One and Fucare brands, are manufactured by foreign entities without legal representation, product liability insurance, or certification compliance within the United States.

2.2 Seller disclaims all warranties, representations, liabilities, or obligations as manufacturer, importer of record, or certifier of safety compliance to the fullest extent permitted under Wis. Stat. §§ 402.318, 402.319, applicable product liability law, and common law principles.

ARTICLE 3 – SALE; PASSAGE OF TITLE AND RISK OF LOSS

3.1 Seller hereby agrees to sell and convey, and Buyer agrees to purchase and accept delivery of, the Cycles described in the Seller’s invoice or purchase order.

3.2 Title to and risk of loss or damage to the Cycles shall pass to Buyer upon delivery to Buyer’s designated location or carrier pursuant to Wis. Stat. § 402.250, 402.509.

ARTICLE 4 – EXPRESS DISCLAIMERS OF WARRANTIES

4.1 ALL CYCLES ARE SOLD **“AS IS,” “WHERE IS,” AND “WITH ALL FAULTS”**, WITHOUT ANY WARRANTY OR REPRESENTATION, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND TITLE, AS PERMITTED UNDER WIS. STAT. §§ 401.210, 401.215, AND APPLICABLE JURISPRUDENCE.

4.2 ANY WARRANTY PROVIDED BY THE MANUFACTURER IS SOLELY BETWEEN MANUFACTURER AND BUYER; SELLER DISCLAIMS ALL RESPONSIBILITY AND LIABILITY RELATING TO SUCH WARRANTIES.

4.3 BUYER ACKNOWLEDGES THAT THE CYCLES MAY CONTAIN LATENT DEFECTS AND ASSUMES ALL RISKS ASSOCIATED THEREWITH.

ARTICLE 5 – ASSUMPTION OF RISK AND INDEMNIFICATION

5.1 BUYER HEREBY EXPRESSLY ASSUMES ALL RISKS OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND ECONOMIC LOSS ARISING FROM THE USE, OPERATION, TRANSPORTATION, OR RESALE OF THE CYCLES, INCLUDING RISKS ARISING FROM LATENT DEFECTS, MECHANICAL FAILURE, OR OPERATOR NEGLIGENCE.

5.2 BUYER AGREES TO INDEMNIFY, DEFEND (WITH COUNSEL REASONABLY ACCEPTABLE TO SELLER), AND HOLD HARMLESS SELLER, ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUCCESSORS (COLLECTIVELY, THE “INDEMNIFIED PARTIES”) FROM AND AGAINST ALL CLAIMS, DEMANDS, DAMAGES, LIABILITIES, LOSSES, COSTS, AND EXPENSES, INCLUDING REASONABLE ATTORNEYS’ FEES, ARISING OUT OF OR RELATED TO BUYER’S USE OR RESALE OF THE CYCLES, IN ACCORDANCE WITH APPLICABLE WISCONSIN LAW AND COMMON LAW INDEMNITY PRINCIPLES.

ARTICLE 6 – USE RESTRICTIONS AND COMPLIANCE WITH LAWS

6.1 BUYER SHALL BE SOLELY RESPONSIBLE FOR OBTAINING ALL REQUIRED PERMITS, LICENSES, REGISTRATIONS, AND INSURANCE COVERAGE AND FOR ENSURING FULL COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, REGULATIONS, AND ORDINANCES.

6.3 BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS AGAINST ANY CLAIMS, PENALTIES, FINES, OR DAMAGES ARISING FROM BUYER’S FAILURE TO COMPLY WITH SUCH LEGAL REQUIREMENTS.

⚠ IMPORTANT NOTICE REGARDING LEGAL USE
Some Cycles sold under this Agreement may not be legally authorized for use on public roads, bike lanes, or multi-use paths under local or state laws. It is the Buyer’s sole responsibility to determine and comply with all applicable laws, including but not limited to registration, licensing, insurance, and equipment requirements. All Cycles sold under this agreement are primarily intended for use on private property unless otherwise stated.

ARTICLE 7 – RETURNS AND RESTOCKING POLICY

7.1 RETURNS ARE ACCEPTED ONLY AT SELLER’S SOLE DISCRETION, AND SUBJECT TO THE FOLLOWING CONDITIONS:

- NEW, UNUSED CYCLES RETURNED WITHOUT ADDITIONAL MILEAGE WITHIN THIRTY (30) DAYS OF DELIVERY ARE SUBJECT TO A TWENTY PERCENT (20%) RESTOCKING FEE.
- LIGHTLY USED CYCLES (OPERATED UNDER 20 MILES, WITHOUT DAMAGE) RETURNED WITHIN THIRTY (30) DAYS ARE SUBJECT TO A FIFTY PERCENT (50%) RESTOCKING FEE.
- CYCLES WITH DAMAGE, EXCESSIVE WEAR, OR MILEAGE EXCEEDING 20 MILES ARE NON-RETURNABLE.

7.2 BUYER SHALL BEAR ALL SHIPPING AND HANDLING COSTS AND RISKS ASSOCIATED WITH RETURN SHIPMENT.

7.3 SELLER RESERVES THE RIGHT TO REFUSE RETURNS THAT DO NOT COMPLY WITH THESE TERMS.

BUYERS INITIALS _____

ARTICLE 8 – GOVERNING LAW; VENUE; JURISDICTION

8.1 THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE SUBSTANTIVE LAWS OF THE STATE OF WISCONSIN, EXCLUDING ITS CONFLICT OF LAW PRINCIPLES.

8.2 THE PARTIES HEREBY IRREVOCABLY CONSENT TO THE EXCLUSIVE JURISDICTION AND VENUE OF THE STATE AND FEDERAL COURTS LOCATED WITHIN MILWAUKEE COUNTY, WISCONSIN, FOR ANY DISPUTES ARISING UNDER OR RELATING TO THIS AGREEMENT.

8.3 THE PARTIES EXPRESSLY WAIVE ANY OBJECTION TO VENUE OR JURISDICTION, INCLUDING BUT NOT LIMITED TO CLAIMS OF INCONVENIENT FORUM OR LACK OF PERSONAL JURISDICTION.

ARTICLE 9 – ENTIRE AGREEMENT; AMENDMENTS

9.1 THIS AGREEMENT REPRESENTS THE FULL AND COMPLETE AGREEMENT BETWEEN THE PARTIES AND SUPERSEDES ALL PRIOR OR CONTEMPORANEOUS WRITTEN OR ORAL AGREEMENTS, REPRESENTATIONS, OR UNDERSTANDINGS RELATING TO THE SUBJECT MATTER HEREOF.

9.2 ANY AMENDMENT OR MODIFICATION TO THIS AGREEMENT SHALL BE VALID ONLY IF IN WRITING AND SIGNED BY DULY AUTHORIZED REPRESENTATIVES OF BOTH PARTIES.

ARTICLE 10-DELIVERY CONFIRMATION; ACCEPTANCE OF GOODS

10.1 The Buyer hereby acknowledges and agrees that the Cycles described herein have been delivered by the Seller, and that the Buyer has inspected said Cycles upon receipt.

10.2 The Buyer affirms that the Cycles are in satisfactory condition, conform to the terms of this Agreement, and are accepted as delivered.

10.3 The execution of this Agreement shall constitute conclusive evidence of the Buyer's receipt, inspection, and acceptance of the Cycles. This Agreement shall further serve as both a sales contract and a receipt for delivery and acceptance of the Goods.

ARTICLE 11-ELECTRONIC SIGNATURES AND PHOTOGRAPHIC RECORDS

By signing below, the parties agree that this Agreement may be executed and delivered by electronic means, including electronic signature, and such signature shall be deemed to have the same legal effect as an original signature in accordance with the U.S. Electronic Signatures in Global and National Commerce Act (E-SIGN Act), 15 U.S.C. § 7001 et seq., and any applicable state laws, including the Uniform Electronic Transactions Act (UETA), as adopted. Additionally, the parties agree that photographic or electronic images of this Agreement, including any signed pages, shall be deemed originals for all purposes.

SIGNATURES

IN WITNESS WHEREOF, the Parties hereto have executed this Sales Agreement as of the date first above written.

<p>BUYER:</p> <p>Name (Print): _____</p> <p>Signature: _____</p> <p>Date: _____</p>	<p>SELLER:</p> <p>Name: <u>Timothy C Krynicki</u></p> <p>Title: <u>Owner, North Shore Bikes, LLC dba Shorewood Bikes</u></p> <p style="text-align: center;"><i>Timothy C Krynicki</i></p> <p>Signature: _____</p> <p>Date: _____</p>
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