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## TERMS AND CONDITIONS

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### BACKGROUND:

This agreement applies as between you, the User of this Website and abba Motorcycle Equipment UK Ltd, the owner(s) of this Website. Your agreement to comply with and be bound by Clauses 1, 2, 5 – 12 and 16 – 26 of these Terms and Conditions is deemed to occur upon your first use of the Website. Clauses 3, 4, and 13 – 15 apply only to the sale of Goods. If you do not agree to be bound by these Terms and Conditions, you should stop using the Website immediately.

No part of this Website is intended to constitute a contractual offer capable of acceptance. Your order constitutes a contractual offer and our acceptance of that offer is deemed to occur upon Our sending an order dispatch confirmation email to you indicating that your order has been fulfilled and is on its way to you.

### 1. Definitions and Interpretation

In this Agreement the following terms shall have the following meanings:

<b>“Account”</b>	means collectively the personal information, Payment Information and credentials used by Users to access Paid Content and / or any communications System on the Website;
<b>“Carrier”</b>	means any third party responsible for transporting purchased Goods from our Premises to customers;
<b>“Content”</b>	means any text, graphics, images, audio, video, software, data compilations and any other form of information capable of being stored in a computer that appears on or forms part of this Website;
<b>“Goods”</b>	means any products that abba Motorcycle Equipment UK Ltd advertises and / or makes available for sale through this Website;
<b>“Service”</b>	means collectively any online facilities, tools, services or information that abba Motorcycle Equipment UK Ltd makes available through the Website either now or in the future;
<b>“Payment Information”</b>	means any details required for the purchase of Goods from this Website. This includes, but is not limited to, credit / debit card numbers, bank account numbers and sort codes;
<b>“Premises”</b>	means our place(s) of business located at abba Motorcycle Equipment UK Ltd
<b>“System”</b>	means any online communications infrastructure that abba Motorcycle Equipment UK Ltd makes available through the Website either now or in the future. This includes, but is not limited to, web-based email, message boards, live chat facilities and email links;

<b>“User” / “Users”</b>	means any third party that accesses the Website and is not employed by abba Motorcycle Equipment UK Ltd and acting in the course of their employment;
<b>“Website”</b>	means the website that you are currently using (www.abbastandsusa.com)
<b>“We/Us/Our”</b>	means abba Motorcycle Equipment UK Ltd, 29 Cutlers Road, South Woodham Ferrers, Essex, UK CM3 5WA

## 2. **Age Restrictions**

Persons under the age of 14 should use this Website only with the supervision of an Adult. Payment Information must be provided by or with the permission of an Adult.

## 3. **Business Customers**

These Terms and Conditions also apply to customers buying Goods in the course of business.

## 4. **USA & Canadian Customers**

If Goods are being ordered from outside the United Kingdom, import duties and taxes may be incurred once your Goods reach their destination. The information provided on our website regarding tax and duty is as accurate as possible at the time of display, however If you are buying for shipping to the USA & Canada, you are advised to contact your local customs & boarder authorities for further details on costs and procedures. As the purchaser of the Goods, you will also be the importer of record and as such should ensure that your purchase is in full compliance with the laws of the country into which the Goods are being imported. Please be aware that Goods may be inspected on arrival at port for customs purposes and that We cannot guarantee that the packaging of your Goods will be free of signs of tampering. Please also be aware that United Kingdom consumer protection laws may not apply.

## 5. **Intellectual Property**

1.1 Subject to the exceptions in Clause 6 of these Terms and Conditions, all Content included on the Website, unless uploaded by Users, including, but not limited to, text, graphics, logos, icons, images, sound clips, video clips, data compilations, page layout, underlying code and software is the property of abba Motorcycle Equipment UK Ltd, Our affiliates or other relevant third parties. By continuing to use the Website you acknowledge that such material is protected by applicable United Kingdom and international intellectual property and other laws.

1.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use material from the Website unless otherwise indicated on the Website or unless given Our express written permission to do so.

## 6. **Third Party Intellectual Property**

1.1 Unless otherwise expressly indicated, all Intellectual Property rights including, but not limited to, Copyright and Trademarks, in product images and descriptions belong to the manufacturers or distributors of such products as may be applicable.

1.2 Subject to Clause 7 you may not reproduce, copy, distribute, store or in any other fashion re-use such material unless otherwise indicated on the Website

or unless given express written permission to do so by the relevant manufacturer or supplier.

**7. Fair Use of Intellectual Property**

Material from the Website may be re-used without written permission where any of the exceptions detailed in Chapter III of the Copyright Designs and Patents Act 1988 apply.

**8. Links to Other Websites**

This Website may contain links to other sites. Unless expressly stated, these sites are not under the control of abba Motorcycle Equipment UK Ltd or that of Our affiliates. We assume no responsibility for the content of such websites and disclaim liability for any and all forms of loss or damage arising out of the use of them. The inclusion of a link to another site on this Website does not imply any endorsement of the sites themselves or of those in control of them.

**9. Links to this Website**

Those wishing to place a link to this Website on other sites may do so providing the link and any deep linking is placed only on suitable websites that are industry related (motorcycle industry) To find out more please contact Us by email at: info@abbastandsusa.com

**10. Use of Communications Facilities**

1.1 When using System on the Website you should do so in accordance with the following rules. Failure to comply with these rules may result in your Account being suspended or closed:

1.a.1 You must not use obscene or vulgar language;

1.a.2 You must not submit Content that is unlawful or otherwise objectionable. This includes, but is not limited to, Content that is abusive, threatening, harassing, defamatory, ageist, sexist or racist;

1.a.3 You must not submit Content that is intended to promote or incite violence;

1.a.4 It is advised that submissions are made using the English language(s) as We may be unable to respond to enquiries submitted in any other languages;

1.a.5 The means by which you identify yourself must not violate these Terms and Conditions or any applicable laws;

1.a.6 You must not impersonate other people, particularly employees and representatives of abba Motorcycle Equipment UK Ltd or Our affiliates; and

1.a.7 You must not use Our System for unauthorised mass-communication such as "spam" or "junk mail".

1.2 You acknowledge that abba Motorcycle Equipment UK Ltd reserves the right to monitor any and all communications made to Us or using Our System.

1.3 You acknowledge that abba Motorcycle Equipment UK Ltd may retain copies of any and all communications made to Us or using Our System.

1.4 You acknowledge that any information you send to Us through Our System may be modified by Us in any way and you hereby waive your moral right to

be identified as the author of such information. Any restrictions you may wish to place upon Our use of such information must be communicated to Us in advance and We reserve the right to reject such terms and associated information.

## 11. **Accounts**

1.1 In order to purchase Goods on this Website and to use certain other parts of the System, you are required to create an Account which will contain certain personal details and Payment Information which may vary based upon your use of the Website as We may not require Payment Information until you wish to make a purchase. By continuing to use this Website you represent and warrant that:

1.a.1 all information you submit is accurate and truthful;

1.a.2 you have permission to submit Payment Information where permission may be required; and

1.a.3 you will keep this information accurate and up-to-date.

Your creation of an Account is further affirmation of your representation and warranty.

1.2 It is recommended that you do not share your Account details, particularly your username and password. We accept no liability for any losses or damages incurred as a result of your Account details being shared by you. If you use a shared computer, it is recommended that you do not save your Account details in your internet browser.

1.3 If you have reason to believe that your Account details have been obtained by another person without consent, you should contact Us immediately to suspend your Account and cancel any unauthorised purchases that may be pending. Please be aware that purchases can only be cancelled until they are dispatched. In the event that an unauthorised purchase is dispatched prior to your notifying Us of the unauthorised nature of the purchase.

1.4 When choosing your username you are required to adhere to the terms set out above in Clause 10. Any failure to do so could result in the suspension and/or deletion of your Account.

## 12. **Termination and Cancellation of Accounts**

1.1 Either abba Motorcycle Equipment UK Ltd or you may terminate your Account. If We terminate your Account, you will be notified by email and an explanation for the termination will be provided. Notwithstanding the foregoing, We reserve the right to terminate without giving reasons.

1.2 If We terminate your Account, any current or pending purchases on your Account will not be cancelled and will be dispatched.

1.3 We reserve the right to cancel purchases without stating reasons, for any reason prior to processing payment and dispatch.

1.4 If purchases are cancelled for any reason prior to dispatch you will be refunded any sums paid in relation to those purchases within 14 calendar days.

1.5 If you terminate your Account, any non-dispatched purchases will be cancelled and you will be refunded any monies paid in relation to those purchases within 14 calendar days.

### 13. **Goods, Pricing and Availability**

- 1.1 Whilst every reasonable effort has been made to ensure that all graphical representations and descriptions of Goods available from Us correspond to the actual Goods, We are not responsible for variations from such descriptions. This does not exclude Our liability for mistakes due to negligence on Our part and refers only to minor variations of the correct Goods, not different Goods altogether. Please refer to Clause 15.1 for incorrect Goods.
- 1.2 Where appropriate, you may be required to select the required model, colour other features of the Goods that you are purchasing as well as details of your motorcycle make model and year of manufacturer.
- 1.3 We neither represent nor warrant that Goods will be available. Stock indications are provided on the Website (these are not live) however such indications may not take into account sales that have taken place during your visit to the Website, or over close of business hours including weekends.
- 1.4 All pricing information on the Website is correct at the time of going online. We reserve the right to change prices and alter or remove any special offers from time to time and as necessary.
- 1.5 In the event that prices are changed during the period between an order being placed for Goods and Us processing that order and taking payment, your order will be held at the original price.
- 1.6 All prices on the website are in USD (Dollar - \$)
- 1.7 We often have promotional offers and discounts in use on Our Website, should you purchase and make payment for a product on our Website and then find the price has been lowered due to a promotion your order will be processed and dispatched at the original purchase price as shown on your order confirmation. We can not refund the difference. You have the right to cancel your order if it has not been dispatched. If you order has been dispatched and is unused and within Our 14 day returns policy you are welcome to return your order for a full refund excluding any shipping costs paid. Be advised that the prices displayed on our website "include" a shipping cost, even if shipping is shown as \$0.00 at the checkout. This "included" shipping cost will be deducted from your refund. Proof of the shipping cost is available on request. You will be required to return the product at your own costs.

### 14. **Orders and Delivery**

- 1.1 No part of this Website constitutes a contractual offer capable of acceptance. Your order constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending to you an order dispatch confirmation email. Only once We have sent you an order dispatch confirmation email will there be a binding contract between abba Motorcycle Equipment UK Ltd and you.
- 1.2 Order confirmations under sub-Clause 14.1 shall contain the following information:
  - 2.a.1 Confirmation of the Goods ordered including full details of the main characteristics of those Goods (sometimes via a link back to Our Website)

- 2.a.2 Fully itemised pricing for the Goods ordered including, where appropriate, delivery, discounts and other additional charges; (sometimes via a link back to Our Website)
- 2.a.3 Estimated delivery time(s);
- 2.a.4 Your order confirmation number.
- 1.3 Order confirmations shall also be enclosed on paper with your Goods.
- 1.4 If We, for any reason, do not accept your order, no payment shall be taken under normal circumstances. In any event, any sums paid by you in relation to that order will be refunded within 14 calendar days.
- 1.5 All Goods purchased by you will be delivered within 30 calendar days of Our order confirmation unless otherwise agreed.
- 1.6 The risk in the Goods shall remain with Us until they come into your physical possession.

## 15. **Returns Policy**

abba Motorcycle Equipment UK Ltd aims to always provide high quality Goods that are fault free and undamaged. On occasion however, Goods may need to be returned. Returns are governed by these Terms and Conditions.

- 1.1 If you receive Goods which do not match those that you ordered, you should contact Us within 14 calendar days to arrange collection and return. You will be given the option to have the Goods replaced with those ordered (if available) or to be refunded through the payment method used by you when purchasing the Goods. Replacements will be issued upon Our receipt of the returned Goods. We are fully responsible for paying shipment costs. Goods must be returned in their original condition with all packaging and documentation. The packaging does not need to be unopened. Refunds will be issued within 14 working days and in any event no later than 30 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded.
- 1.2 If Goods are damaged in transit and the damage is apparent on delivery, you should sign any applicable delivery note to the effect that the Goods have been damaged. To return the damaged Goods, please contact Us within 14 calendar days to arrange collection and return. We are fully responsible for paying shipment costs. You will be given the option to have the Goods replaced or to be refunded through the payment method used by you when purchasing the Goods. Replacements will be issued upon Our receipt of the returned Goods. Refunds will be issued no later than 30 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded.
- 1.3 If any Goods you have purchased have faults when they are delivered to you, you should contact Us within 14 calendar days to arrange collection and return. You will be given the option to have the Goods replaced or to be refunded through the payment method used by you when purchasing the Goods. We are fully responsible for paying shipment costs. Replacements will be issued upon Our receipt of the returned Goods. Refunds will be issued within 14 working days and in any event no later than 30 calendar days after receipt of the returned Goods and will include standard delivery charges. We regret that additional costs such as express delivery and gift-wrapping cannot

be refunded.

- 1.4 If any Goods you have purchased develop faults within 21 calendar days of delivery, you may be entitled to a replacement but not a refund. In order to arrange for such a replacement you should contact Us within the 21 calendar day period to arrange collection and return. We will assess the Goods and alleged faults upon receipt and if We conclude (at Our sole discretion, acting reasonably and in good faith) determine that the fault is not a result of mistreatment by you (deliberate, negligent or otherwise), We will issue replacement Goods at no additional cost to you.
- 1.5 If any Goods develop faults beyond 21 calendar days from delivery but within their warranty period, you are entitled to a repair or replacement under the terms of that warranty. Warranty information can be found under the FAQ tab of each individual product page of Our Website.
- 1.6 If you change your mind about the goods and wish to return them, please inform Us within 14 calendar days of receipt. Goods must be returned to Us within 14 calendar days of the day on which you inform Us that you wish to return the Goods. You are responsible for paying return shipping costs if Goods are returned for this reason. Refunds will be issued within 14 working days and in any event no later than 14 calendar days after you inform Us that you wish to cancel. We will refund you for the product excluding the shipping costs paid by ourselves to get the item to you. The product prices displayed "include" shipping costs (even if the shipping price shown at the checkout is \$0.00) so your refund will be less our cost paid to ship the item to you. Proof of our shipping cost paid is available on request. When you contact us to make a return we will advise you of the shipping amount and the amount you will be refunded. We regret that additional costs such as express delivery and gift-wrapping cannot be refunded.
- 1.7 abba Motorcycle Equipment UK Ltd may not be able to accept returns under the cooling off period of the following types of Goods and/or taking into account the following circumstances:
  - 7.a.1 Goods made to your specifications or that have been personalised;
  - 7.a.2 Goods which are liable to deteriorate or expire rapidly;
  - 7.a.3 Goods which are sealed for health or hygiene reasons that have been unsealed after delivery;
  - 7.a.4 Goods which are, after delivery, according to their nature, inseparably mixed with other items;
  - 7.a.5 Goods consisting of audio or video recordings or computer software (including games) in sealed packaging where the seal has been broken after delivery.
  - 7.a.6 Any use or enjoyment that you may have already had out of the Goods beyond handling them to the extent necessary to establish the nature, characteristics and functioning of them (such as you would, for example, handle a display item in a shop). Please note that opening packaging does not prevent you from returning Goods unless the Goods fall under sub-Clauses 15.7.3 or 15.7.5 and in any event does not include the opening of delivery packaging, only the packaging of the product itself.

## 16. Privacy

- 1.1 Use of the Website is also governed by Our Privacy policy which can be

viewed by clicking the link "Privacy Policy" in the footer of Our Website which is incorporated into these Terms and Conditions by this reference.

17. The Website places cookies onto your computer or device. By clicking to accept these cookies you agree to Us doing this. Full details regarding cookies and the types of cookies we use can be viewed by clicking the link "Cookie policy" in the footer of Our Website which is incorporated into these Terms and Conditions by this reference.

**18. How We Use Your Personal Information (Data Protection)**

1.1 All personal information that We may collect (including, but not limited to, your name and address) will be collected, used and held in accordance with the provisions of the Data Protection Act 1998 and your rights under that Act.

1.2 We may use your personal information to:

2.a.1 Provide Our Goods and services to you;

2.a.2 Process your payment for the Goods; and

2.a.3 Inform you of new products and services available from Us. You may request that We stop sending you this information at any time.

2.a.4 We will provide your mobile number (if supplied) to our courier for them to send you notifications and alerts as to where and when your order will be delivered.

1.3 In certain circumstances (if, for example, you wish to purchase Goods on credit), and with your consent, We may pass your personal information on to credit reference agencies. These agencies are also bound by the Data Protection Act 1998 and should use and hold your personal information accordingly.

1.4 We will not pass on your personal information to any other third parties.

**19. Disclaimers**

1.1 We make no warranty or representation that the Website will meet your requirements, that it will be of satisfactory quality, that it will be fit for a particular purpose, that it will not infringe the rights of third parties, that it will be compatible with all systems, that it will be secure and that all information provided will be accurate. We make no guarantee of any specific results from the use of Our services.

1.2 No part of this Website is intended to constitute advice and the Content of this Website should not be relied upon when making any decisions or taking any action of any kind.

1.3 No part of this Website is intended to constitute a contractual offer capable of acceptance.

1.4 Whilst We use all reasonable endeavours to ensure that the Website is secure and free of errors, viruses and other malware, you are strongly advised to take responsibility for your own internet security, that of your personal details and your computers.

1.5 Although every product design has been vigorously tried, tested and every effort is made to make the product as safe to operate as possible abba Motorcycle Equipment UK Ltd cannot be held liable or responsible for any loss damage or death caused by the use of any abba product, by purchasing through this website you abide and agree to these terms.



**20. Changes to the Service and these Terms and Conditions**

We reserve the right to change the Website, its Content or these Terms and Conditions at any time. You will be bound by any changes to the Terms and Conditions from the first time you use the Website following the changes. If We are required to make any changes to these Terms and Conditions pertaining to the sale of Goods by law, these changes will apply automatically to any orders currently pending in addition to any orders placed by you in the future.

**21. Availability of the Website**

1.1 The Website and any Service provided therein is provided “as is” and on an “as available” basis. We give no warranty that the Website or any Service will be free of defects and / or faults. To the maximum extent permitted by the law We provide no warranties (express or implied) of fitness for a particular purpose, accuracy of information, compatibility and satisfactory quality.

1.2 We accept no liability for any disruption or non-availability of the Website resulting from external causes including, but not limited to, ISP equipment failure, host equipment failure, communications network failure, power failure, natural events, acts of war or legal restrictions and censorship.

**22. Limitation of Liability**

1.1 To the maximum extent permitted by law, We accept no liability for any direct or indirect loss or damage, foreseeable or otherwise, including any indirect, consequential, special or exemplary damages arising from the use of the Website or any information contained therein. You should be aware that you use the Website and its Content at your own risk.

1.2 Nothing in these Terms and Conditions excludes or restricts abba Motorcycle Equipment UK Ltd's liability for death or personal injury resulting from any negligence or fraud on the part of abba Motorcycle Equipment UK Ltd.

1.3 Nothing in these Terms and Conditions excludes or restricts abba Motorcycle Equipment UK Ltd's liability for any direct or indirect loss or damage arising out of the incorrect delivery of Goods or out of reliance on incorrect information included on the Website.

1.4 In the event that any of these terms are found to be unlawful, invalid or otherwise unenforceable, that term is to be deemed severed from these Terms and Conditions and shall not affect the validity and enforceability of the remaining Terms and Conditions. This term shall apply only within jurisdictions where a particular term is illegal.

1.5 abba Motorcycle Equipment UK Ltd are not responsible for any loss, damage, personal injury, or death relating to any incorrect use of any abba products purchased from us.

**23. No Waiver**

In the event that any party to these Terms and Conditions fails to exercise any right or remedy contained herein, this shall not be construed as a waiver of that right or remedy.

**24. Previous Terms and Conditions**

In the event of any conflict between these Terms and Conditions and any prior versions thereof, the provisions of these Terms and Conditions shall prevail unless it is expressly stated otherwise.

25. **Third Party Rights**

Nothing in these Terms and Conditions shall confer any rights upon any third party. The agreement created by these Terms and Conditions is between you and abba Motorcycle Equipment UK Ltd.

26. **Communications**

1.1 All notices / communications shall be given to Us either by post to Our Premises (see address above) or by email to info@abbastandsusa.com. Such notice will be deemed received 3 days after posting if sent by first class post, the day of sending if the email is received in full on a business day and on the next business day if the email is sent on a weekend or public holiday.

1.2 We may from time to time, if you opt to receive it, send you information about Our products and/or services. If you do not wish to receive such information, please Click the Un subscribe link in the email you receive from us.

27. **Law and Jurisdiction**

These Terms and Conditions and the relationship between you and abba Motorcycle Equipment UK Ltd shall be governed by and construed in accordance with the Law of England and Wales and abba Motorcycle Equipment UK Ltd and you agree to submit to the exclusive jurisdiction of the Courts of England and Wales.

ABBA MOTORCYCLE EQUIPMENT UK LTD  
Company number 09695707

Registered office address:  
Suite 76 Waterhouse Business Centre,  
2 Cromar Way,  
Chelmsford,  
England,  
CM1 2QE

Trading address:  
Unit 1, 29 Cutlers Road  
Saltcoates Ind. Est.  
South Woodham Ferrers  
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