

Terms and Conditions

California E-Bike Incentive Project

Retailer Terms and Conditions

Approved Retailer Terms and Conditions

Only retailers who have been approved to participate in the California E-Bike Incentive Project will be eligible to receive incentive funds for vouchers redeemed by Program participants. All retailers wishing to participate in the Program must submit an application and be approved by the Program Administrator, Pedal Ahead. Retailers may be asked to additionally submit an application for specific e-bike models, which once approved, will be limited in their participation to those specific models.

Retailers must be in possession of Commercial General Liability Insurance that include coverages for; bodily injury, broad form property damage, personal injury, products/completed operations, and liability arising out of subcontractors with minimum limits of \$1 million per occurrence/\$2 million general aggregate.

As an authorized retailer, you will be responsible for processing incentive amounts as point-of-sale discounts for Program participants. Once this process has been completed, at the point of sale, as detailed in the Implementation Manual, all required information must be submitted in a complete and accurate manner in order to receive the incentive payout. Payouts will be disbursed with a target timeframe of 2 weeks via an ACH Transfer. This may be impacted by applicant volume. Retailers will need to upload:

- Upload a copy of the sales receipt that clearly lists purchase date, total purchase price, incentive amount deducted and signature of voucher recipient.
- Provide e-bike model and serial number with payout request form that is signed by the participant.
- Upload the Acknowledgement of Receipt form signed by both the participant and the retailer.

Authorized retailers must agree to deliver all e-bikes fully assembled to participants. Retailers must also have the ability to supply parts to local or mobile service providers so that participants can access services and repairs.

The Program Administrator and/or CARB may revoke approval of a retailer for failure to adhere to the terms and conditions and/or for selling e-bikes purchased using incentive funds at prices that are higher than the fair market price.

Data Collection

By submitting an application and becoming an authorized retailer for the California E-Bike Incentive Project, you authorize the California Air resources Board (CARB) and Pedal Ahead to: collect and publish data related to participation in the California E-bike Incentive Project; send emails, text messages, and other notifications related to the program; share your responses to any of these communications; publish the results for regulatory and promotional purposes; and use any video or photographs taken of you/your business in connection with the program.

Where there is any need for data capture, this information will be stored securely. Any data shared by a third party will be secured by the verified resource.

Indemnification and Waiver

You shall defend, indemnify, and hold us, our parent and affiliated entities and all other partners or sponsors of the California E-Bike Incentive Project harmless from and against any and all losses, liabilities, damages, injuries, claims, demands, awards, costs, attorney fees, and other expenses incurred by us in any manner from the use of the e-bike by you or any other person, including claims of, or liabilities to third parties. You may present a claim to our insurance carrier for such events or losses, but in any event, you shall have final responsibility for all such losses.

YOU WAIVE ALL/ANY CLAIM AGAINST US, PARENT AND AFFILIATED ENTITIES AND ALL OTHER PARTNERS OR SPONSORS OF THE ELECTRIC BICYCLE INCENTIVE PROJECT FOR INCIDENTAL, SPECIAL, LOST PROFITS OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH THIS INCENTIVE PROGRAM.

Signature

By signing these Terms and Conditions, I agree that I have read and understood the California E-Bike Incentive Project Terms and Conditions, including the Program Implementation Manual.

Signature of Representative

Printed Name

Business Name

Date