



EBIKES4AFRICA

LAY-BY AGREEMENT

Date: _____

Between:

Suncycles Electrics Namibia CC T/A EBIKES4AFRICA

P.O. Box 31102

Windhoek Khomas

Namibia

info@ebikes4africa.org

+264 85 333 1234

and

PERSONAL DETAILS:

Name & Surname: _____

Passport / ID Number: _____

Email: _____

Physical Address: _____

Telephone Number: _____

Company/Employer Details: _____

Name of next of kin: _____

Telephone of next in kin: _____

BANKING DETAILS:

Account name: _____

Account number: _____

Branch code: _____

Bank: _____

PAYMENT TERMS:

Total Purchase Price(Including interest rate): _____

Deposit (Paid upon signing this agreement): _____

Balance(To be paid in monthly installments): _____

Monthly Installments(Due every 1st of each month): _____

INSTALLMENT DATES:

FROM (date rental commences): _____

TO (date rental ends): _____

BIKE DETAILS:

Model: _____

CHECKLIST

- Rental rate paid upfront (EFT _____ or cash _____)
- Deposit paid upfront (EFT _____ or cash _____)
- Certified copy of passport / ID received: _____
- Proof of residential address received: _____
- Latest (3 Months) Bank Statement: _____
- Letter from Employer: _____
- Company Registration Documents: _____
- Student Registration Documents: _____

BIKE DETAILS

- E-Bike number: _____
- Battery number: _____
- Key number: _____

1. Payment Terms

- The Purchaser agrees to pay the full sales price in equal monthly installments over a period of 12 months.
- The monthly instalment shall be as indicated above and, payable on or before the 1st of each month.

2. Transfer of Ownership

- Ownership and delivery of the Bike will only occur once the full sales price has been received by the Seller.
- Until full payment is received, the Bike remains the property of the Seller.

3. Breach of Agreement

- If the Purchaser fails to complete payment within the agreed period, the Seller reserves the right to cancel this Agreement.
- In such an event, the Seller shall retain up to 20% of the total sales price to cover administrative costs, storage, and related expenses.
- Any remaining funds (after deductions) may be refunded to the Purchaser.

4. Termination by Purchaser

- Should the Purchaser decide not to continue with the Agreement, the same conditions as in Clause 3 apply.

5. General

- This Agreement represents the entire understanding between the parties.

- Amendments must be made in writing and signed by both parties.
- This Agreement is governed by the laws of Namibia.

Date: _____/_____/_____

Signature: _____

OTHER TERMS & CONDITIONS

PROPERTY: The Buyer understands and agrees that the E-Bikes described in this contract remains the property of EBIKES4AFRICA, until payment of the full purchase price is settled.

PAYMENT AND DEPOSIT: All payments are to be strictly handled in advance. Payments are only accepted via EFT or PayToday or Cash. EBIKES4AFRICA has the right to require a deposit from the Buyer at the company's discretion.

TERMINATION OF AGREEMENT: The Buyer agrees that EBIKES4AFRICA has the right to terminate this agreement at any time and to retake possession of said equipment, and for said purpose EBIKES4AFRICA may enter upon the premises of the Buyer without becoming liable for trespass.

COLLECTION COMMISSION: All costs and disbursements, including legal costs on an attorney and own client scale, incurred by EBIKES4AFRICA in collecting or endeavouring to collect all or any amounts payable by the Buyer to EBIKES4AFRICA or otherwise and all collection commissions and all other charges of a like nature are payable by the Buyer to EBIKES4AFRICA on demand.

INTEREST: Should the Buyer fail to pay on or before the due date any amount failing due or payable to EBIKES4AFRICA under or arising from this agreement, then, without prejudice to such rights as may accrue to EBIKES4AFRICA consequent upon such failure, such overdue amounts shall bear interest at the prime overdraft rate charged from time to time by EBIKES4AFRICA's banker.

JURISDICTION TO MAGISTRATE COURT: The Buyer hereby consents to the jurisdiction of the Magistrate's Court having jurisdiction over the person in respect on any action by EBIKES4AFRICA arising from this Agreement or cancellation thereof.

DEBIT ORDER MANDATE: In the event that the outstanding debt is not settled, for any reason, the Buyer mandates EBIKES4AFRICA or its Cessionary to collect the amount owing in either one lump sum or monthly installments from the Buyer's bank account by means of a debit order. This mandate shall constitute a valid debit order, which debit order shall automatically apply and EBIKES4AFRICA or its Cessionary shall be authorised to collect the installments/lump sum by means of the said debit order from any of the Buyer's bank accounts. The Buyer further consents to the tracing of such banking details should the banking details as provided by the Buyer be incorrect or no longer relevant.

RIGHT TO VARY THE TERMS & CONDITIONS OF AGREEMENT: EBIKES4AFRICA reserves the right to vary the terms & conditions of this Agreement at its sole discretion, whether as a result of new legislation, statutory instruments, government licenses, amendments to the standard terms & conditions of EBIKES4AFRICA, or any similar event, the Buyer hereby consents to the said variation. EBIKES4AFRICA may at its sole discretion, elect to notify the Buyer of any variation in writing or to publish such variation on its website and or at its principal place of business.

LEGAL GOVERNANCE: This Agreement, and any rights, duties, and obligations as between the parties to this Agreement, shall be governed by and interpreted solely in accordance with the laws of the Republic of Namibia and no other jurisdiction. If any action is brought to enforce any of the terms of conditions of this Agreement, or to recover any sums due to hereunder, the Buyer agrees to pay all attorneys' fees, court costs, or other expenses of EBIKES4AFRICA.

I HEREBY AGREE THAT ALL THE INFORMATION ON THIS FORM IS TRUE AND CORRECT AND I HAVE READ AND UNDERSTAND THE ABOVE INDEMNITY AND ITS TERMS AND CONDITIONS.

SIGNED at _____ on this day of _____/_____/_____

EBIKES4AFRICA SIGNATURE: _____

CUSTOMER SIGNATURE: _____