



SunCycles Electrics Namibia CC T/A EBIKES4AFRICA

Hans Dietrich Genscher Street
Bokamoso Center Stall B3
Katutura
Windhoek

African BushBike - Terms & Conditions

Version: 1.0

Last updated: 12 February 2026

1) Parties, scope, and acceptance

These Terms & Conditions (“**Terms**”) govern your access to and use of the African BushBike website, any related pages, and any purchase or pre-order of African BushBike products (“**Products**”) offered for sale online or otherwise by **SunCycles Namibia CC t/a EBIKES4AFRICA** (“**we/us/our**”).

By browsing the website, requesting a quote, placing an order or pre-order, making payment, or accepting delivery of any Product, you (“**you/customer**”) confirm that you have read, understood, and agree to be bound by these Terms, together with any policies referenced in them (including our Privacy Policy and Returns Policy).

If you do not agree to these Terms, please do not place an order or pre-order.

2) Company information and contact details

Legal entity: SunCycles Namibia CC t/a EBIKES4AFRICA

Registration no.: cc/2015/04994

Physical address: Bokamoso Center, Hans Dietrich Genscher Street, Stall B3, Windhoek, Namibia

Email: info@ebikes4africa.org

Telephone/WhatsApp: +264 85 333 1234

3) Definitions and interpretation

In these Terms:

- “**Business Day**” means any day other than a Saturday, Sunday, or public holiday in the Republic of Namibia.
- “**Pre-Order**” means a reservation or purchase of Products prior to general availability and/or prior to shipment.
- “**Service Network**” means our published and/or appointed service partners or service points, as updated from time to time.
- “**Applicable Law**” means all laws and regulations that apply to the transaction and the parties, including any mandatory consumer protection or electronic transactions law that cannot lawfully be excluded.

4) Product information, availability, and images

We aim to describe Products accurately and keep information up to date. However:

- Product images are illustrative and may differ slightly from the final Product (e.g., colour tone, accessories, component revisions).
- Specifications may be updated from time to time to improve reliability, safety, compliance, or supply continuity.
- Availability is subject to manufacturing capacity, stock on hand, and logistics.

Where a Product change is material to your order, we will use reasonable efforts to notify you.



5) Quotes, pricing, and payment

Any pricing displayed is subject to change without notice and may be corrected if an obvious error occurs.

We do not finalise pricing in this document; for current pricing and available payment methods please refer to the official online shop.

Unless otherwise agreed in writing:

- Payment must be received and cleared before dispatch.
- We may use payment service providers and additional terms from those providers may apply.
- We reserve the right to decline or cancel any order where fraud, misuse, or payment irregularities are suspected.

6) Pre-orders and pre-order campaign terms

If you place a **Pre-Order**, you acknowledge that:

- Pre-Orders may be subject to limited quantities and campaign timeframes.
- Estimated delivery dates are best-effort estimates and may change due to supply chain factors.
- A **deposit of 50%** is required to secure a Pre-Order, unless the checkout terms state otherwise.
- The remaining balance (if any) must be paid before dispatch/collection, unless we agree otherwise in writing.
- If we cannot supply the Pre-Ordered Product within a reasonable time, you may request cancellation and a refund of amounts paid, subject to any permitted deductions disclosed at checkout and subject to Applicable Law.

7) Order process and formation of contract

An order placed through the website constitutes an offer to purchase. A binding contract is formed only when:

- we confirm acceptance (e.g., by email/WhatsApp confirmation), and
- payment has cleared (unless alternative arrangements are agreed in writing).

We may cancel an order before dispatch if the Product is unavailable, if a pricing error occurred, or if we reasonably suspect fraud or unlawful activity. If we cancel after receiving payment, we will refund the amount paid within a reasonable time.

8) Delivery, collection, and risk

Delivery options, fees, and coverage areas are shown at checkout or in writing. Unless otherwise stated:

- Delivery timeframes are estimates and not guaranteed.
- You are responsible for providing a correct delivery address and ensuring someone is available to receive the delivery.
- Risk of loss or damage transfers to you upon delivery to the nominated address or upon collection, unless Applicable Law requires otherwise.

Cross-border deliveries (South Africa): If your delivery address is in South Africa, you acknowledge that import-related charges may apply. Where stated at checkout, **15% import VAT** may be payable for shipments to South Africa (subject to changes in law and customs rules).

If a delivery fails due to incorrect details or unavailability, additional delivery charges may apply.

9) Inspection on delivery and reporting issues

Please inspect your Product as soon as reasonably possible after delivery/collection.

If the Product is damaged in transit, incomplete, or incorrect, notify us in writing within **2 Business Days** of delivery, including photos where possible. We will assess the issue and, where appropriate, repair, replace, or refund in line with the CPA and our Returns Policy.

10) Returns, refunds, and exchanges

Your rights under **Applicable Law** apply.

10.1 No voluntary “change of mind” returns

We do not offer returns or refunds for change of mind.

Where any mandatory cooling-off right applies to a specific online transaction (and cannot lawfully be excluded), that right will apply only to the extent required by Applicable Law and subject to any lawful conditions.



10.2 Incorrect, incomplete, or transit-damaged deliveries

If your Product arrives damaged, incomplete, or incorrect, notify us in writing within **2 Business Days** of delivery, including photos where possible. We will assess the issue and, where appropriate, repair, replace, or refund in accordance with Applicable Law.

10.3 Defective goods

If a Product is defective, you may be entitled to a repair, replacement, or refund as provided by Applicable Law. We may require inspection and proof of purchase.

10.4 Return shipping costs

Unless we agree otherwise in writing or Applicable Law requires otherwise, **the buyer is responsible for return shipping/collection costs**

11) Warranty

We provide a limited warranty on Products as set out below and in any warranty documentation supplied with the Product.

11.1 Warranty periods

Subject to the exclusions below and Applicable Law:

- **Motor, battery, and electrics: 24 months (2 years)**
- **Frame: 60 months (5 years)**
- **Charger: 12 months**

Warranty periods run from the delivery/collection date shown on your proof of purchase.

11.2 What the warranty does not cover

Unless Applicable Law provides otherwise, the warranty does not cover:

- normal wear and tear (e.g., tyres, brake pads, chains);
- damage caused by accidents, misuse, neglect, overloading, water ingress beyond rated limits, improper storage, or unauthorised modifications;
- damage caused by non-approved chargers, batteries, or electrical alterations;
- servicing or repairs performed by non-authorised parties.

11.3 Warranty claims and service network

To submit a warranty claim or request service, contact us with:

- proof of purchase;
- a description of the issue;
- photos/video where practical;
- the Product serial number (if applicable).

You can also locate a service point via our online Service Network listing, or contact us via call/WhatsApp at **+264 85 333 1234**.

We may request that the Product (or affected component) be returned or presented to an authorised service point for evaluation.

12) Battery, charging, and safety responsibilities

E-bike batteries and electrical components must be used responsibly. You agree to:

- use only approved chargers and follow charging instructions;
 - store and charge the battery in a dry, ventilated area away from excessive heat;
 - stop using the Product if you notice unusual smells, heat, smoke, swelling, or electrical faults and contact support;
 - comply with all applicable road rules and safety requirements (including helmet use where required);
 - ensure the Product is used within the recommended load and operating limits.
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13) Limitation of liability (to the extent permitted by law)

To the extent permitted by South African law:

- we are not liable for indirect, special, consequential, or economic losses (including loss of profits, business interruption, or loss of data) arising from use of the Products or the website;
- our total liability for any claim is limited to the amount paid by you for the Product giving rise to the claim.

Nothing in these Terms limits any right you have under the CPA or limits liability that cannot lawfully be excluded.

14) Website use, content, and intellectual property

All content on the website (including trademarks, text, images, videos, and designs) is owned by or licensed to us and may not be reproduced or used without written permission, except for personal, non-commercial viewing.

We may update the website, discontinue features, or restrict access for maintenance, security, or legal compliance.

15) Privacy and personal information (POPIA)

We process personal information in accordance with POPIA and our Privacy Policy.

By using the website or placing an order, you consent to our collection and processing of your personal information for purposes including order fulfilment, customer support, warranty processing, fraud prevention, and legal compliance.

16) Force majeure

We are not responsible for failure or delay in performance caused by events beyond our reasonable control, including (without limitation) supplier delays, transport disruptions, power outages, strikes, extreme weather, or governmental actions.

17) Dispute resolution

If a dispute arises, the parties will first attempt to resolve it through good-faith negotiation. If unresolved, the matter may be referred to mediation or arbitration by agreement, or to a court of competent jurisdiction, subject to the CPA.

18) Governing law

These Terms are governed by the laws of the Republic of Namibia.

For cross-border transactions where delivery is to another country (including South Africa), mandatory consumer protections in that destination country may apply to the extent they cannot lawfully be excluded.

19) Changes to these Terms

We may update these Terms from time to time. The latest version will be published on our website with an updated effective date.

