

POD Purchase & Sale Agreement



1. PARTIES

DATE OF SALE _____

Buyer Details:

- Full Name: _____
- Address: _____

- Phone: _____ Email: _____

Seller Details:

- Full Name: The Pod Mobility Company
- Phone: 022 395 1100 Email: podmobility@gmail.com

2. SCOOTER DETAILS

- Model: _____
- Serial Number / VIN: _____
- Condition: body, interior: _____
- Additions: ☐ Battery charger \$60 ☐ Rear wheel/tyre \$150 ☐ Full Battery set \$900 ☐ All Weather cover \$70
☐ rear view camera \$90 ☐ GPS Tracker & app \$150 yr

3. PURCHASE PRICE & PAYMENT

- Total Purchase Price: \$ _____
- Deposit Paid: \$ _____ on _____ Full deposit refund up to 7 days after signed contract date
- Final Balance Due: \$ _____ on _____ Final balance due 7 days prior to delivery
- Payment Method: ☐ Cash ☐ Bank Transfer PodMobility 02-0432-0192878-002

4. TERMS OF SALE

- The buyer has satisfied the following terms of sale;
 - That the buyer has satisfied themselves as to the suitability of the scooter for their use and others
It is further acknowledged by the buyer, that 'change of mind' or return is not possible after final balance has been paid OR following delivery
 - that the buyer is familiar with the NZ Transport rules as they apply to the use of mobility devices on footpaths and public roads and that they should be aware of the surroundings particularly pedestrians, vehicles and other users
 - That the buyer is aware of the Warranty conditions for parts & labour as attached to the contract and that they have satisfied themselves as the condition on delivery and that the Pod is fit for purpose
 - That the buyer indemnifies The Pod Mobility Company against any claims, liabilities losses, costs, or expenses arising from the buyer's breach of agreement, negligence or modification or misuse of the goods by the buyer. The buyer does not hold the seller responsible for any transport infringements, accidents, damages or any changes to the Transport Act as it may pertain to Pod Mobility Scooters or mobility devices
- The scooter will be ☐ delivered by the Seller OR ☐ collected by the Buyer on _____

Seller Signature: _____ Date: _____

Buyer Signature: _____ Date: _____

POD Warranty & Terms Of Service

Supplier Warranty Policies

Warranty coverage is provided and administered by the product manufacturer. Pod Mobility will assist customers with warranty claims and support throughout the process. The warranty is extended to the original owner with the original purchase paperwork. The manufacturer will cover any defective parts under the warranty policy. Transportation or shipping is not included for any warranty claims.

Warranty Period

Frame: 2 years
Motor: 1 year
Battery & charger: 1 year
Controller & other components: 1 year

Warranty Coverage

The warranty covers the replacement of any defective battery within 12 months if proper maintenance is observed as per the Battery Charging instructions. The warranty covers the replacement of the frame, forks, stem, handlebar, seat, safety belts, wiper, lights, LCD, electric locks, and switches

Items Not Covered

The warranty does not cover such parts, including, but not limited to: damage to seats due to misuse ie: cuts, plastic housing and shrouds, pitting, scratches and chips, tubes, tires, brake pads, brake rotors and normal component wear & tear.

Damage due to lack of maintenance, accident, misuse or abuse, damage due to water, salt and other foreign debris or chemicals is not covered by the warranty

Terms of Service

Pod Mobility may, at its discretion, replace faulty parts as listed following the expiration of the Manufacturer's warranty. Pod Mobility reserves the right to charge a fee for labour and replacement parts

Indemnification

Pod Mobility is indemnified from any claim or demand made by any third party due to or arising out of breach of Pod Mobility's terms of service. Pod Mobility guarantees that the products are of acceptable quality, fit for purpose and match descriptions as per the NZ Consumer Guarantees Act (CGA). Under the NZ Consumer Guarantees Act (CGA) there is no specific or fixed time limit for how long an electric mobility scooter must last. Instead, the law requires the product to be durable and last for a 'reasonable length of time', even after the manufacturer's warranty has expired. The buyer is solely responsible for compliance with all safety requirements and NZ Transport regulations about Mobility device use