

Pre-sale Terms and Conditions

These Pre-Sale Terms and Conditions (“Terms”) govern the placing of pre-orders (“Pre-order”) with Verve InfoTec PTY Ltd. (“Verve”). Please read these Terms carefully before submitting your Pre-Sale Order of any Verve Products.

By submitting your Pre-Sale order, you agree to be legally bound by these terms.

1 | Pre-Sale Reservation

When placing a Pre-Sale Order for the Verve IC2 (2nd Generation InfoCrank) you will be required to provide certain information, such as your address and other billing information to confirm your order reservation. You represent and warrant that all such information is accurate, and you shall ensure that such information is kept current. Verve shall have no responsibility or liability for inaccurate information or information that later becomes outdated, and shall have no obligation to make efforts to determine the correct contact or shipping information.

2 | Price & Payment

You will be charged the full Price of the Products at the time of placing the Pre-Sale Order, unless you opt to use the payment spreading option at the checkout (for example Clearpay or AfterPay). Methods of payment accepted are: (1) Credit Card Payment (Visa, MasterCard, etc.) and (2) Electronic Payment via PayPal. The purchase price does not include import duties, taxes, transfer fees, and other governmental charges, which are Buyer’s responsibility.

3 | Priority

Verve will deliver Products according to the order in which the Pre-order is received. This position does not imply receiving a particular number associated with your Products. If you cancel or forfeit your reservation in accordance with the Terms, your position will be taken by the next person on the Product reservation list.

4 | Delivery Schedule

Although we will make efforts to begin delivering Products on or around the release date or as soon as reasonably practicable thereafter, you understand and agree that there may be delays. An estimated time of delivery is only an estimate, is subject to change, and Verve does not represent or warrant that it will be able to ship the Product by the estimated date. As a result, in the event that a delay arises and the estimated shipment is not met, Verve is not responsible for any damages that may occur due to the delay, nor shall it be obligated, except as set forth in these Terms, to provide any discounts, refunds or credits due to any such delays.

We will provide you updates with respect to such delivery schedule. If for any reason you decide that you do not wish to continue to wait for your Product, you may cancel your reservation as provided for in Section 5 below.

5 | Cancellation

Buyer or Seller may cancel this Pre-Order Sale by terminating the Pre-order at any time for any or no reason prior to our notice to you that your Product is ready for delivery. If you do so prior to our notice of delivery, you will obtain a refund of the purchase Price minus a €250 Administrative Fee. If Verve cancels your reservation you will receive a full refund of the Purchase Price.

6 | Limitation of Liability

Under no circumstances will Verve be held liable for any incidental, special or consequential damages arising out or related to this agreement. In the event that Verve is held liable for any damages arising out or related to these Terms, your sole and exclusive remedy will be the full refund of your purchase price without interest.

7 | Customer Information

We will use any information that we may collect about you only in accordance with our General Terms and Conditions to which you may refer to [Shop T&Cs | Power Meter | InfoCrank®](#).

8 | Change to the “Terms”

Verve reserves the right to change any of the terms for any or no reason. We will provide notice of any material changes and, if you are unhappy with such changes, your sole and exclusive remedy will be to cancel your reservation as described in Section 5 above.