

GENERAL TERMS AND CONDITIONS

1. DEFINITIONS

In this Warranty Policy, we define the following definitions:

- e-moped: an electric scooter which features and performances are published as indicators and may differ from actual performance and product specifications;
- e-moped: an electric scooter which features and performances are published as indicators and may differ from actual performance and product specifications;
- the manufacturer: the company that manufactures new e-mopeds, parts or accessories;
- the warranty:
 - a) the warranty given by the manufacturer, importer or seller on e-mopeds, parts and accessories;
 - b) the warranty as published on the manufacturer's website.

2. WARRANTY TERMS

1. The warranty term for a new Manufacturer e-moped is 6 months, counting from the date of delivery. Decisive here is the date of the registration of the first owner.
2. The warranty term for original Manufacturer parts is 6 months from the date of purchase. If a part is replaced within the warranty period of the e-moped, the original warranty period of the e-moped also remains applicable to this part. The original warranty period is therefore not extended or renewed by part replacement.
3. For labor performed on your e-moped, a warranty period of 6 months applies.
4. The battery pack has a warranty term of 6 months or 12,500 kilometers or 250 charging cycles (whichever comes first) except for damage to the battery pack that is not covered by the warranty provision.
5. Frames are guaranteed for 6 months on construction and/or material defects. For (discoloration of) the paint on frame, forks and rims, a warranty of 6 months also applies.
6. Electrical components, such as the drive, controller, sensors, charger, and speedometer, is 6 months.
7. No warranty is given on parts that are subject to wear and tear, such as tires, bearings, cables, and brake pads, unless there are construction and / or material defects.
8. For other parts, if properly maintained, also a warranty of 6 months applies. These parts and manner of maintenance are described in the user manual and / or service manual. In order not to give the occurrence of rust due to external influences a chance, it is necessary that you take care of maintenance for good. How you can best do that is described in the manual of your e-moped. With every service by Manufacturer, the status of your frame and its protection is checked. Any damage can therefore be noticed and repaired in time. Therefore, please adhere to Manufacturer's advice to have maintenance carried out at least once every 12 months.

3. WARRANTY PROVISIONS

1. If the product turns out to be defective, during the warranty term, due to defects in material or assembly, the manufacturer, or a dealer, will repair or replace the product or the defective parts under the conditions stated below. Manufacturer and the dealer may replace defective products or parts with new or remanufactured products or parts.
2. The warranty is only granted within the warranty period and on presentation of the original proof of purchase (date of purchase, model name, serial number, and seller information) together with the defective product. The manufacturer and its dealers may refuse free warranty service if these documents are not presented, are incomplete or unreadable.
3. The party with whom you closed the purchase agreement is your first point of contact regarding warranty.
4. The warranty can only be invoked by the first owner of the e-moped in question and is not transferable.
5. Warranty compensation does not cover transport costs, nor risks associated with the transport of your product to and from the manufacturer or a dealer.

4. WARRANTY CONDITIONS

1. Manufacturer guarantees that if a defect occurs within the warranty term because of a material and/or manufacturing defect, this will be repaired free of charge.
2. If a defect occurs, this must be made known to manufacturer immediately after discovery of the defect.
3. Repair of the defect means repair or replacement of the defective item(s). This is based on the execution as it was at the time of the purchase date of the e-moped.
4. Only defective parts that are sent to manufacturer for review are part of the warranty. To the extent permitted by law, compensation for physical injury or damage to other goods other than (original parts of) the manufacturer is excluded.
5. Parts to be replaced will be made available at the expense of manufacturer.
6. Without prejudice to the limitations set by law, the warranty is limited to the foregoing. To that extent, no claim can be made to other compensation, such as indirect damage because of failure of the e-moped.
7. Owner will be charged for maintenance, service and inspection work, also during the warranty period.
8. Additional assembly and disassembly costs that arise because of changes made by the owner to the e-moped are not covered by the warranty.
9. Indirect damage includes transport and omission costs. These costs are not covered by the warranty.

5. WARRANTY EXCLUSIONS

1. In cases of use for rental, abnormal driving, commercial and/or competition activities or for all purposes other than those for which the e-moped was designed.
2. In case the e-moped has not been maintained in accordance with the manual and/or service schedule.
3. In case of damage that can be traced back to insufficient maintenance or to external influences.
4. In case technical repairs have not been carried out in a professional manner.
5. In case of any addition or assembled parts that do not correspond to the technical specifications and/or are not originally manufactured.
6. When the e-moped was cleaned with pressurized water, e.g. the use of a garden hose or high-pressure cleaner.
7. If products, parts or the battery pack show damage of being dropped.
8. If the e-moped has been involved in an accident.
9. If the e-moped has been damaged during transport by owner.
10. In case of unauthorized adjustment/tension of handlebars, steering head, saddle, saddle springs, brakes, quick wheel shutters and spoke tension.
11. In case of failure to replace parts such as brake cables, brake pads, tires in time and incorrect or insufficient lubrication of rotating parts and or parts for which this is specified.
12. Damage caused by external influences such as normal wear of lacquer, rust or chrome rust.
13. All warranty claims are denied if you have not fulfilled all payment obligations towards manufacturer or selling partner.
14. If maintenance and repair work that has not been carried out by manufacturer, selling partner or according to their specific instructions.
15. If the construction, limit speed or other specifications of the e-moped have been changed without the express permission of the manufacturer.
16. In case of neglect and/or inadequate maintenance.
17. If the e-moped is not maintained according to the service schedule.
18. If the e-moped has been used improperly or carelessly and has been damaged as a result.
19. If repairs have been made to the e-moped using non-official parts.
20. In the event of abnormal damage caused by external influences e.g. climatic, chemical, thermal, mechanical or other effects.
21. In case of rusting on lacquered, chrome-plated or steel parts as a result of e.g. crushed stone, salt corrosion, or not regularly maintaining and cleaning the e-moped.
22. In case of glass breakage due to crushed stone or a fall.
23. In case of damage due to excessive and prolonged exposure of your e-moped to water, direct and bright sunlight, perspiration, moisture, grease, perfume, cosmetics and chemicals.
24. All damage caused by accidents, falls, natural disasters or other demonstrable circumstances of force majeure.
25. In case of damage caused by incorrect or non-cleaning of the e-moped.
26. In case of damage caused to the electrical system by improper cleaning of the e-moped and when the guidelines as provided by manufacturer in the service manual for this purpose have not been followed.
27. In case of damage by moisture to the electrical system due to prolonged unprotected outdoor parking, driving through deep puddles and pools, driving in extreme wet weather situations and when the e-moped was partially or completely surfaced.
28. In case of damage due to industrial pollution, damage to the paint and bodywork by sand and rock, lacquer damage by tree resin and bird droppings etc.
29. In case of normal wear on brake and clutch lining, brake drums, tires, (LED) lights, etc.
30. All premature wear of the battery, drive train or e-moped parts due to the action of dirt is not reimbursed under this warranty.
31. All premature wear that can be traced back to an abnormal driving and operating style.
32. All normal wear and tear/decrease of battery capacity is not covered by the warranty. 32. The battery pack loses capacity over time. A battery pack may lose up to 15% capacity per year. Li-ion battery packs also lose capacity when not in use.
33. If the battery pack is not charged in time and a deep discharge occurs, this is not covered by the warranty.
34. A battery pack should be charged to 50% of its capacity at least every 2 months after first use. The Manufacturer manual describes the correct way to maintain the battery pack.
35. Discoloration, coarsening, tearing or loss of shape of the (artificial) leather parts is never covered by warranty. Damage to the stitching of the (artificial) leather parts is also not covered by the warranty.
36. Damage to accessories supplied by manufacturer, such as a helmet and fast charger, are not part of the warranty.



WARRANTY POLICY

version 11-2021

6. WARRANTY ON OFFICIAL PARTS

1. During the warranty period, all parts of which manufacturer has determined a material and/or construction defect, will be repaired or reimbursed at manufacturer's discretion.
2. Contrary to the provisions of the previous paragraph, in the event of material and/or construction defects in frames and forks after 6 months after the date of purchase, the manufacturer will charge the labor costs.
3. Costs of transportation of parts to and from manufacturer are on the owner's expense unless the part in question is eligible for warranty.
4. If a certain part is eligible for warranty and the original is no longer available, manufacturer will provide a minimum equivalent alternative.

7. WARRANTY CLAIMS

1. The warranty on your e-moped is provided by the selling party.
2. You must provide proof of purchase as well as proof of ownership to the selling partner and file for warranty in writing.

8. WARRANTY TERRITORY

1. The warranty provisions only apply to e-mopeds sold in the EU.
2. The warranty does not cover transport costs or risks associated with the transport of your e-moped.

9. LIMITED LIABILITY

1. A warranty claim honored by the manufacturer does not automatically mean that manufacturer also accepts liability for any damage suffered.
2. Manufacturer's liability never extends beyond what is described in the warranty policy.
3. Any liability of manufacturer for consequential damage is excluded.
4. The provisions of this policy do not apply if and insofar as this results from a mandatory legal provision.
5. Manufacturer makes no warranties (express, implied, statutory, or any other) as to the quality, performance, accuracy, reliability, fitness for a particular purpose or any other quality of the e-moped or is part of it.
6. If this exclusion is not or not fully permitted by applicable law, the exclusion or limitation of manufacturer's warranty shall only apply to the maximum extent permitted by applicable law.
7. Any warranty claim that cannot be completely excluded (to the extent permitted by applicable law) is limited to the duration of this warranty.
8. This warranty policy only obliges manufacturer to repair or replace the products that fall under the conditions of this warranty.
9. Manufacturer is not responsible for any loss or damage relating to products, service, this warranty or other, including – economic or tangible losses – the price paid for the product – loss of profit or income, loss of data, enjoyment of use of the product or other related products – indirect, secondary, consequential damage or loss.
10. This applies regardless this damage or loss is related to defective or non-functioning of the product or related products due to defects or because the product is not available for the owner, leading to downtime, loss of usage time or an interruption of work.
11. This also applies to loss and damages according to any legal interpretation, including negligence and other wrongfulness, breach of contract, express and implied warranty, and civil liability, even if manufacturer or selling partner has been advised of the possibility of such damages.
12. If the applicable law prohibits or limits such exclusions of liability, manufacturer excludes its liability or limits it to only the maximum extent permitted by the applicable law.
13. Manufacturer's liability under this warranty policy will in no case extend the price paid for the product.
14. In case the applicable legislation allows for higher limitations of liability, the higher limitations will apply. Your legal rights are reserved.