

## **VMOTO UK DISTRIBUTION LIMITED**

### **2017 WARRANTY**

#### **PIMG COMPATIBLE**

#### **Who is the warrantor?**

This warranty is given by Vmoto UK Distribution Limited, a company registered in England and Wales with company number 09524709 (“**Vmoto UK**”).

#### **Who does this warranty cover?**

This warranty covers purchasers and subsequent purchasers of Vmoto motorcycles models 80L, 100L, 100L+, 120L, 120LD, 120LD+, Soco TS800R and Soco TS1200R which were first imported into the European market by Vmoto UK, which meet the homologation/regulation requirements of the country through which they were imported into the European market and which were sold to persons within the UK or Republic of Ireland (each a “**Product**”).

Motorcycles, which were imported by a person other than Vmoto UK, or which have been modified prior to sale other than by Vmoto UK or a person authorised by Vmoto UK, do not have the benefit of this warranty.

#### **What does this warranty cover?**

Vmoto UK warrants that the Product is free from defects in material and workmanship during the period of this warranty.

This warranty covers parts, including battery, hub motor, frame, swing-arm, motor controller, wiring, shock absorbers, brake assemblies, wheels, throttle, fairings and any accessories approved by Vmoto UK which were installed prior to or at the time of delivery of a Product by a person authorised by Vmoto UK.

Accessories supplied following delivery of a Product are not covered by this warranty but may be covered by their own warranty.

This warranty is in addition to, and does not detract from, any local legal rights such as local law or consumer rights legislation.

#### **How long does this warranty last?**

The duration of this warranty is measured from the date that the Product was delivered to the original purchaser. If the Product is an ex-demonstrator machine (and is sold as such) the duration of the warranty is measured from the date that the Product was first used.

The warranty lasts for 2 years in respect of the Product excluding the traction battery.

The warranty lasts for 3 years or 30,000km, whichever comes first, in respect of the traction battery.

#### **How do subsequent purchasers get the benefit of the warranty?**

In order for subsequent purchasers to benefit from this warranty, they should tell Vmoto UK about a change in ownership of a Product at the time it occurs.

Subsequent purchasers should supply to Vmoto UK in writing the name of the original purchaser, the date of the sale, the model and serial number of the Product concerned, the original delivery date of the Product and confirmation that the subsequent purchaser has received and read the owner's manual and this warranty.

### **What is not covered by the warranty?**

This warranty does not apply to a Product unless:

- it was supplied by Vmoto UK or through a person authorised by Vmoto UK; it is the purchaser's responsibility to check whether such a person is authorised;
- the purchaser and any subsequent purchaser has followed the instructions set out in the Product's manual, including without limitation in relation to charging of the battery;
- the purchaser and any subsequent purchaser has performed routine maintenance and servicing in accordance with the Product's manual, including without limitation having the Product serviced in accordance with the schedule set out in the Product's manual; and
- any repairs or modifications have been carried out by Vmoto UK or by persons properly authorised by Vmoto UK.

This warranty does not cover repair of damage or replacement of parts to the extent caused by abuse or neglect of the Product. Examples of this include (without limitation):

- any damage that results from use of the Product for race, rally or similar competitive sports;
- any damage that results from operating methods other than those indicated in the Product's manual or use beyond the limitations or specifications specified by Vmoto UK (maximum load, passenger capacity, engine speed and others);
- any damage that results from use of non-genuine parts or from use of lubricants, liquid agents or charging voltages with specifications different from those indicated in the Product's manual;
- any damage that results from modifications not approved by Vmoto UK (vehicle performance modifications, changes to lights, changes to motor controller settings, charger modifications and other changes);
- any damage that results from repairs or modifications carried out other than by Vmoto UK or a person authorised by Vmoto UK; and
- any damage that results from the passage of time (natural fading of painted surfaces, plated surfaces and other deterioration).

This warranty does not extend to:

- Products modified in any way from the standard specifications as described in the Product's manual, including any Product whose odometer has been altered;
- normal wear and tear, corrosion and routine maintenance, such as the recommended service inspections;
- pre-delivery inspection and assembly;
- Products from which identification numbers have been removed or whose identification numbers have been altered or mutilated;
- the cost of parts and labour involved in any routine care and maintenance and/or the replacement of parts due to normal wear and tear, use, or deterioration, including but not limited to oils and lubricants, light bulbs, tyres, brake pads and rotors and fuses;
- cosmetic concerns that arise as a result of environmental conditions, owner abuse, misuse, lack of routine care and maintenance, and/or improper use;

- inconvenience, cost of lodgings, cost of alternative transportation, loss of time, loss of income or loss of use of the Product or any consequential damage or economic loss of any kind;
- damage, malfunctions, or performance problems caused by theft, fire, collision, accident, vandalism, explosion, submersion in water, improper storage or acts of god;
- storage costs, or transportation and shipping costs related to the performance of this warranty;
- damage, malfunctions, or performance problems caused by continued operation of the Product after a warning light, gauge reading, or other warning indicates a mechanical or operational problem;
- Products severely damaged or declared to be a total loss by an insurer, or Products substantially reassembled from or repaired with parts obtained from another used motorcycle; or
- damage, malfunctions, or performance problems caused by airborne industrial pollutants (e.g., acid rain), bird droppings, tree sap, stones, flood water, windstorms, or other similar occurrences.

### **How does this warranty apply to the battery?**

The battery supplied with the Product is the only battery covered by this warranty. In the case of removable batteries, spare or replacement batteries are not covered but may be covered by their own warranty.

Owing to the battery chemistry, there is a normal, expected reduction in range/capacity that the battery supplied with the Product can yield over time and usage. Depending on use and storage conditions, batteries will degrade during the duration of this warranty. Batteries must be operated in accordance with the Product's manual to preserve capacity. Deep discharging of the battery (such that it reports 0% state of charge), operating the Product outside of operational parameters stated in the manual, or using charging equipment not approved by Vmoto UK, shall invalidate the warranty.

Vmoto UK will repair or replace pursuant to this warranty (subject to the limitations above) a battery that exhibits a nominal storage capacity reduction of greater than 20% of the published original nominal capacity, as measured by Vmoto UK or a person authorised by Vmoto UK.

To check the capacity of a battery, Vmoto UK (or such authorised person) may either download information from the battery management system or motor controller, or discharge the battery into a dummy load. Tests will be conducted in conditions as determined by Vmoto UK.

At the end of the warranty period as stated above, a Product owner shall be offered the opportunity to extend the battery warranty for a further 2 years or 20,000km (whichever comes sooner), for additional cost. Such extended warranty shall require Vmoto UK to repair or replace pursuant to this warranty (subject to the limitations above) a battery that exhibits a nominal storage capacity reduction of greater than 30% of the published original nominal capacity, as measured by Vmoto UK or a person authorised by Vmoto UK. The price of the warranty extension shall be determined by Vmoto UK, by reference to usage of the battery and prevailing battery costs.

## **Obtaining repairs under the warranty**

To obtain repairs under warranty, the owner of a Product must:

- have ensured that the Product is properly operated, maintained and stored as specified in the Product's manual;
- give notice to Vmoto UK of any and all apparent defects immediately upon discovery, and make the Product available at that time for inspection and repair at a place designated by Vmoto UK;
- provide proof of warranty coverage to Vmoto UK, including without limitation any proof of change in ownership; and
- authorise Vmoto UK or a person authorised by Vmoto UK to disassemble the Product and download information from the battery management system and motor controller for diagnostic evaluation should it be required.

Warranty repairs are free of charge in respect of both parts covered by the warranty and the labour cost associated with a warranty repair.

All warranty repairs must be done by Vmoto UK or a person authorised by Vmoto UK. Parts replaced during repairs become the property of Vmoto UK.

## **What are the responsibilities of Product ownership?**

The owner of a Product covered by this warranty has the responsibility to read and understand the Product's manual, this warranty, and all product warnings before operating any Product. Serious injury or death can result from improper operation or failure to observe warnings and safety instructions on any motorcycle.

Further, it is also a Product owner's responsibility to:

- perform all recommended and necessary routine care and maintenance and engage in proper use and servicing of your motorcycle and as detailed in the Product's manual; and
- learn and obey all laws governing the operations of a motorcycle, generally, and an electric motorcycle, specifically.

When operating a motorcycle, please wear proper safety equipment and clothing, including but not limited to helmet, goggles, and appropriate boots.

## **Change of address or other information**

If a Product owner should move address or change other details (e.g. email address or telephone number) after purchasing a Product, please contact Vmoto UK, providing the model name and serial number, along with the new address (or other information). This will ensure that Vmoto UK has an up-to-date registration record.

## **What are the contact details for Vmoto UK?**

Details of how to contact Vmoto UK are set out on its website at [www.vmoto-uk.com](http://www.vmoto-uk.com). Owners of Products may also call 0800 133 7304 or email [info@vmoto-uk.com](mailto:info@vmoto-uk.com) for assistance.