

## Warranty

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### LIMITED WARRANTY TERMS

All GoPowerBike's products whether referred to as electric bikes (ebike) and/or scooters, and their individual Covered Components (as defined herein), are protected against all manufacturing defects in material or workmanship for a designated time frame (see Below) after the date of a qualifying purchase (the "Warranty Period"). This Limited Warranty is only applicable to United States and Canada ebike and scooter purchases and in accordance with the following terms:

- Only the original owner of an ebike purchased from GoPowerbike, or an authorized dealer, is covered by this Limited Warranty. The Warranty Period begins upon your receipt of the ebike and shall end immediately upon the earlier of the end of the Warranty Period or any sale or transfer of the ebike to another person, and under no circumstances shall the Limited Warranty apply to any subsequent owner or other transferee of the ebike.
- The Limited Warranty is expressly limited to the replacement of a defective lithium-ion battery (the "**Battery**"), frame, forks, stem, handlebar, headset, seat post, saddle, lights, bottom bracket, rims, wheel hub, cassette, derailleur, shifter, motor, throttle, controller, wiring harness, and LCD display (each a "**Covered Component**").
- The Covered Components are warranted to be free of defects in materials and/or workmanship during the Warranty Period.

#### **This Limited Warranty Does Not Cover:**

- Normal wear and tear of any Covered Component.
- Consumables or normal wear and tear parts (including without limitation tires, tubes, brake pads, cables and housing, grips, chain and spokes).
- Any damage or defects to Covered Components resulting from failure to follow instructions in the ebike owner's manual, acts of God, accident, misuse, neglect, abuse, commercial use, alterations, modification, improper assembly, installation of parts or accessories not originally intended or compatible with the ebike as sold, operator error, water damage, extreme riding, stunt riding, or improper follow-up maintenance.
- For the avoidance of doubt, GoPowerbike will not be liable and/or responsible for any damage, failure or loss caused by any unauthorized service or use of unauthorized parts.
- Labor Costs incurred during maintenance or repair of the ebike.
- The Battery is not warranted from damage resulting from power surges, use of an improper charger, improper maintenance or other such misuse, normal wear, or water damage.
- Any products sold by GoPowerbike that is not an ebike.

**DETERMINING WHETHER DAMAGE OR DEFECT TO AN EBIKE OR COVERED COMPONENT IS PROTECTED BY THIS LIMITED WARRANTY SHALL BE IN THE SOLE DISCRETION OF GOPOWERBIKE.**

#### **Shipping Damage:**

Damage to a Covered Component during shipping is not covered by this Limited Warranty, but GoPowerbike will replace such damaged Covered Components if you:

- Notify GoPowerbike of a Covered Component damaged in the shipping process within thirty (30) days of your receipt of the ebike;
- Provide GoPowerbike with a dated picture of the damaged Covered Component;
- Return all original packaging and paperwork included with the ebike; and

- Note any immediately recognizable damage on the shipper's Bill of Lading prior to signing off on the shipment.

Any damage found during the unpacking/assembly of the ebike must be reported to GoPowerbike within thirty (30) days of receipt of the ebike.

Shipping damage claims are very time sensitive and it is your responsibility to immediately inspect the ebike for damage upon receipt.

If you choose to set up your own independent shipping method, such as use of a freight forwarder or other similar service, GoPowerbike will not replace any Covered Components damaged during such shipping method.

Any missing parts/components found during the unpacking/assembly of the ebike must be reported to GoPowerbike within thirty (30) days of receipt of the ebike.

#### **Credit Card Chargebacks:**

If any ebike purchase becomes subject to a credit card chargeback in any amount, and you are still in possession of the ebike, then this Limited Warranty shall be invalidated until the credit card chargeback has been resolved.

#### **CLAIMS PROCESS:**

**GOPOWERBIKE WILL NOT REPLACE ANY COVERED COMPONENT UNDER THIS LIMITED WARRANTY WITHOUT FIRST SEEING PHOTOS OR VIDEO OF THE DAMAGED COVERED COMPONENT.**

In order to exercise your right to receive a replacement for a Covered Component under this Limited Warranty, you must:

- Contact the GoPowerbike Technical Support team by email at [help@gopowerbike.com](mailto:help@gopowerbike.com). The Technical Support team will initially work with you on the problem with your ebike to identify potential simple fixes.
- Provide a copy of your receipt.
- If the Technical Support team determines that a Covered Component must be replaced, they will provide you with a set of instructions for returning the defective Covered Component and receiving the replacement.
- After you receive the replacement Covered Component, the Technical Support team will also assist in determining how to replace or install the new Covered Component into your ebike.
- Replacement Covered Components under this Limited Warranty shall only be shipped to the address of the original purchaser.

**THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND GOPOWERBIKE'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. GOPOWERBIKE'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE EBIKE, NOR SHALL GOPOWERBIKE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.**

**SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

**THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.**

**TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, GOPOWERBIKE DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE DURATION OF THIS EXPRESS LIMITED WARRANTY.**

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**

**1-Year Limited Warranty****3 Months (90 days) Limited Warranty****30 days Limited Warranty**

GoAir

GoCargo

GoCity

GoCruiser V2

GoFlow

GoEagle

GoHype

GoExpress V2

GoKlik

GoLume

GoFalcon

GoLite

GoRider

GoSpeed

GoSparky

GoVoyage

GoVelo

GoSpyder

GoXtreme

Plug City

GoFit-Walking Pad

Limited Warranty products coverage does not cover wear and tear parts that are subject to normal wear and tear with use and storage of the items. These parts include but are not limited to: Wear Parts: These are components that naturally wear down with regular use. Performing routine maintenance can help prolong the lifespan of your GoPower product, especially its wear parts, but eventually, these parts will need replacement. Wear parts include, but are not limited to: bearings, braces, tires, tubes, saddles and saddle coverings, seats, brake pads and shoes, pawls, free hubs, wheel braking surfaces, spokes, grips, cables and housing, bushings, kickstands, bells, baskets, zippers, bands, and other attachments.

All warranty timelines are subject to a mileage/usage limitation, this limitation is in the event a bike or other product has exceeded 1200 miles within a year then the warranty termination is at the moment the product reaches that mileage. This is for all products with a 1 year limited warranty and the mileage is prorated for shorter term limited warranties (unless a shorter limitation is stated elsewhere) such as the 6 month warranty (600 miles) etc. The warranty limitation means whichever event happens first (either the mileage/usage limit is reached or the time limit is reached) that will be the warranty period end.

Go Power reserves the right to make changes and alterations to its warranty page at its sole discretion for future or existing products.