

## Delfast Warranty

The Company warrants to the original owner of each of its Delfast motorbike, when purchased directly from the Company, or an authorized retailer, that the Product is complete and that the functional parts will be free of defects for the periods and under the terms indicated below.

In the production of its bikes, the Company uses only high-quality components and innovative technologies. Still, every bike has a useful product lifespan and the Company's warranty cannot suggest or imply that the frame or components of the Delfast bike can never be broken or will last forever. To ensure the legal rights of its customers the Company gives the following warranty on its products.

### Warranty

1. This warranty covers only the bikes that have been registered on the following website: <https://my.delfastbikes.com/> and was purchased directly from the Company or an authorized reseller of the Company. The Buyer must register the Delfast bike 14 days from the delivery date.

2. The warranty period for the Delfast bike is twenty four months from the date of purchase by the original owner.

Warranty excludes tires, tubes, rims, spokes, brake pads, brake discs, drive belt, grips, keychain batteries, mirrors, kickstand, saddle and pedals.

The warranty period for the Battery Pack is twenty four 24 months.

Like any rechargeable battery, the battery pack will experience a decrease in capacity over time as it is subjected to charge and discharge cycles. The Company warranties that your battery pack will maintain 70% or higher capacity for at least 500 charge cycles or two years, whichever comes first. The battery warranty does not include damage from power surges, use of an improper charger, water damage, improper maintenance, or such other misuse or normal wear.

3. Warranty only covers defective materials and manufacturing defects.

4. Warranty excludes wear and tear on elements of bike and excludes paint fading caused by the effects of ultraviolet light (UV), damage from power surges, water damage, improper or such other misuse or normal wear, damage caused by a fall of the bike.

5. Warranty excludes External influences, mainly falling rocks, collision, accident, and other external events with an immediate external effect due to mechanical powers.

6. Warranty excludes Purposeful and/or malevolent acts, theft, and robbery as well as natural hazard events and/or acts of mischief.

### **Terms and Conditions of Warranty:**

1. The warranty becomes effective from the date of the delivery and expires at the end of the applicable warranty period.

2. In the case of a warranty claim, the Company undertakes to either repair faulty system components and/or to replace such components, at the discretion of the Company. The Company at its own expense will provide the Buyer with the spare parts and will reimburse all reasonable repair and labour costs.

3. The warranty is only effective with valid proof of purchase consisting of order confirmation and receipt indicating the date of purchase. The Company reserves the right

to reject the coverage of this warranty if the accompanying to the warranty claim documentation is not accurate or complete.

4. Photo and /or video will be required for warranty inspection by the Company's customer support representative. After that inspection the Company will send the Buyer the replacement parts as well as the instructions for their installation.

5. If the Buyer purchases a product in one country but transfers it to another country or outlying island territories, the replacement parts will only be sent to the closest country where the Company has its dealers or representative office nominated by the Company or to the country to which the product was originally sent.

### **Limitations**

1. Warranty does not cover defective product as a result of any circumstances not involved in the manufacturing or faulty parts.

2. Warranty does not cover shipping damage, damage from power surges, use of an improper charger, water damage, improper maintenance, abuse, neglect, other misuse or normal wear.

3. This warranty is void in case of non-observance of Delfast Operating Instructions (which are provided with the sale or posted on the Company's web-site), and any amendments thereto. In particular, neglect of technical condition check, maintenance from an unauthorized dealer/distributor, irregular maintenance and selection of consumables/parts not approved by the Company, refusal to replace parts or perform necessary services voids the Companies warranty.

4. This warranty is void if the electric bike is used for other than normal activities. This warranty does not apply to rental or commercial use of the product, stunt riding or competitive events or training for such activities or events, riding with more than one person.

5. This warranty exclusively covers systems and components provided by the Company. It is strictly prohibited to make any alterations, modifications, attempts of reparation, and use the spare parts from unknown sources, for example, self-made replacement parts or parts from third parties. The Buyer is not eligible for the warranty in case the aforementioned has occurred.

If you have any technical questions with the above components, please contact us: [support@delfastbikes.com](mailto:support@delfastbikes.com) or our authorized reseller.

### Shipping Damage Claims

IMMEDIATELY inspect your product(s) for damage. Freight damage claims are very time-sensitive. The Company will not accept shipping damage claims later than 10 days from receipt of the product. Note any damage to your product(s) on the Bill of Lading before you and the driver sign-off on the shipment. Take pictures of any damage that is found, and date the images when possible. Keep all packaging and paperwork until the inspection process is complete.

Whenever possible, report damage claims within 10 days of delivery to the Company's customer service representative. Please contact us [support@delfastbikes.com](mailto:support@delfastbikes.com) or our authorized reseller.

**DISCLAIMER: THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF THE COMPANY'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL THE COMPANY BE LIABLE FOR DAMAGES ABOVE THE PURCHASE PRICE OF THE PRODUCT. THE COMPANY MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD-PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT SOLD BY THE COMPANY OR OTHERWISE. THE COMPANY IS NOT RESPONSIBLE FOR DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE OR ECONOMIC LOSSES BASED ON CONTRACT,**

NEGLIGENCE, OR PRODUCT LIABILITY IN ALL STATES THAT ALLOW EXCLUSION OF LIMITATION OF DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND THOSE RIGHTS MAY VARY FROM PLACE TO PLACE. THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS. WARRANTY DOES NOT COVER NORMAL WEAR AND TEAR, SHIPPING DAMAGE, UNAUTHORISED ALTERATIONS, MODIFICATIONS, ACCIDENTAL DAMAGE AND DAMAGE FROM MISUSE OR NEGLIGENCE.

No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations or otherwise, on behalf of the Company regarding the Products or this Limited Warranty.

This Warranty applies only to the purchases which were made after November 5, 2021. The purchases which were made before November 5, 2021, are governed by the Warranty №1.

**Effective Date:** November 5, 2021