

### **EWHEELS WARRANTY & RETURNS INFORMATION**

### WARRANTY - RECREATIONAL SCOOTERS

#### **Models Included**

EW-10, EW-11, EW-12, EW-14, EW-19, EW-20, EW-29, EW-36, EW-36 Elite, EW-46, EW-52, EW-54, EW-66, EW-72, EW-Vintage, EW-Bugeye.

# **Three Year Limited Warranty**

Three (3) years from the date of purchase on all structural frame components, seat post and frame.

## **One Year Limited Warranty**

One (1) Year from the date of purchase, if any part or electronic component of the scooter is found upon examination to be defective in material and/or workmanship, it will be replaced at Ewheels discretion.

## **Two Month Warranty**

Two (2) Months from the date of purchase on the batteries. Batteries are subject to a stringent wear and tear clause. Any battery faults due to a manufacturing defect will become obvious within the first two months of use. Any gradual deterioration in performance after this period is normal and associated with fair wear and tear, misuse or accidental damage and as such is not covered by the manufacturer's warranty.

## **One Month Warranty**

One (1) Month from the date of purchase on the scooter's charger.

# Models Included

EW-18

### **Six Month Limited Warranty**

Six (6) months from the date of purchase on all structural frame components, seat post and frame.

# **Six Month Limited Warranty**

Six (6) months from the date of purchase, if any part or electronic component of the scooter is found upon examination to be defective in material and/or workmanship, it will be replaced at Ewheels discretion.

### **Two Month Warranty**

Two (2) Months from the date of purchase on the batteries. Batteries are subject to a stringent wear and tear clause. Any battery faults due to a manufacturing defect will become obvious within the first two months of use. Any gradual deterioration in performance after this period is normal and associated with fair wear and tear, misuse or accidental damage and as such is not covered by the manufacturer's warranty.

# **One Month Warranty**

One (1) Month from the date of purchase on the scooter's charger.

### WARRANTY EXCEPTIONS AND EXCLUSIONS

### **Service and Labor Costs**

Unless previously authorized, service calls and labor costs are NOT included or covered under any warranty. The purchaser is responsible for the delivery to the authorized repair facility. Satisfactory proof of purchase is always required for warranty service. Please contact Ewheels directly for any assistance in locating a service provider or to make a warranty claim.

#### Consumable Items

Consumable items which may need replacing due to normal wear and tear like tires, tubes, lights, chains, upholstery and seating, brakes and brake pads, cables, fuses, buttons, shrouds and covers.

# Damage, Accidental Damage and Misuse

Damaged caused by: battery fluid spillage or leakage, abuse, misuse, accident, negligence, improper operation, excessive loading, maintenance, storage, acts of God, commercial use, or use other than normal, extreme riding, modifications and alterations.

# **Second-Hand Owners and Reselling**

No warranty will be offered or honored for second hand owners. The warranty is exclusively offered to the original purchaser.

# **HOW TO MAKE A WARRANTY CLAIM**

#### **Initiating A Warranty Claim**

To initiate a warranty claim, please contact Ewheels service department by calling 888-571-2845, or by email at "Service@ewheelsdealers.com". Note that before any warranty claims will be fulfilled, satisfactory proof of purchase will be required, and a photo or video of the damaged part must be sent and reviewed by Ewheels.

### **Returning Faulty Parts**

Do not return faulty parts to Ewheels without prior consent. A request for a return authorization is required prior to returning items. All transportation costs and shipping damage incurred while

submitting units and/or parts for repair or replacement are the responsibility of the original purchaser.

### **SHIPPING DAMAGE AND SHIPPING POLICIES**

# **Shipping Damage**

In the event shipping damage occurs, it must be reported and addressed in a timely manner. Shipping damage claims are time sensitive and cannot be delayed. In the event the packaging is extremely damaged and the bike is beyond repair, please refuse the shipment, and contact Ewheels for further steps.

# Shipping - Domestic

When applicable, part costs will be covered under warranty, and all warranty items will be shipped via FedEx Ground. Shipping fees will be at the expense of the purchaser.

# Shipping - International

When applicable, parts will be provided under warranty at no charge, but shipping to any offshore and/or international location will be the responsibility of the original purchaser. International and offshore end-users must contact Ewheels directly to initiate the warranty process.

\*Implied warranties, including those of merchantability and fitness for a particular purpose, are limited to one (1) year from the date of the original purchase and to the extent permitted by law. Any and all implied warranties are excluded. This is the exclusive remedy. Liabilities for consequential damages under any and all warranties are excluded\*

## Returns and Return Authorization ("RA")

Products must be returned in the original packaging. Disposing of or allowing the shipping company to take the original packaging forfeits the right to return. Photos of the condition of the product must be provided before an RA will be issued. To initiate a return, call us at 888-305-0881 referencing the original purchase order number and request a return. Return fees will be provided and must be approved and condition photos must be provided before an RA will be issued. Return fees must be approved and an RA must be issued within the 15-day return policy. Once an RA has been issued, the product must be returned to EWheels facility within 30 days to remain eligible for return. All returns are subject to a 20% restocking fee plus actual shipping cost to return. Original shipping costs are also deducted for returned products. Any components or parts that are not returned with the product or damaged will be deducted from the refund.

#### **Defect Claims**

For any claims of defective merchandise, purchaser agrees to comply with the standard return policy attached hereto and allow for the product to be fully inspected after returned to EWheels. If the item is determined to be defective by EWheels, a full refund will be offered. If the item in not found to be defective, all standard return fees will apply. All return and exchange items must have a copy of either Invoice/Packing list or Invoice Number. See warranty information for detailed instructions on warranty terms & exclusions. Any returns that have not been authorized or are no longer authorized will be refused by our receiving team.

## **Freight Terms**

EWheels is not responsible for any accessorial freight costs (storage fees, reattempted delivery, final mile, white glove packaging/unpackaging, etc), shipping damage that is not notated on the Proof of Delivery form, or loss of merchandise due to unauthorized return.

## Order Cancellation(s)

Orders can be cancelled before day of shipment with no cancellation fees or penalties. Cancellations the day of shipment are subject to a 10% cancellation fee plus actual shipping costs accrued. Custom orders or specialty orders are non-refundable and non-cancellable. Any duplicate orders that are submitted are the sole responsibility of the Purchaser (Dealer). ALL cancellations must be requested by calling 888-305-0881.

### **Jurisdiction and Governing Law**

Any dispute arising between EWheels and purchaser shall be governed by the laws of the State of Arizona and all parties consent to the personal and exclusive jurisdiction of the Maricopa County Superior Court for any action to enforce any provision of this Agreement.

### Attorney's Fees

In any action between EWheels and Purchaser (Dealer) related to the purchase of EWheels products, whether or not said action is filed in a court of law or other tribunal, the prevailing party to said action shall be entitled to its actual attorney's fees and costs of pursuing such enforcement action including costs of collection.

## **Limitation of Liability**

The total liability of EWheels on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from EWheels sale, delivery, resale, repair or replacement of any products, service offerings, or the performance of any services, shall in no event exceed the purchase price allocable to the specific product or service which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the applicable warranty period. EWheels shall not be liable for damages that result from the delivery of products or the performance of services that do not occur within the purchaser's specified time frame or for any delay or default in delivering products or performing services where occasioned by any cause beyond the control of EWheels, including without limitation embargoes, shortages of labor, raw materials, fuel, fires, floods, accidents, acts of God, acts of war, or other similar causes.

IN NO EVENT SHALL EWHEELS BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES ARISING OUT OF THE SALE OR PERFORMANCE OF ANY PRODUCTS, SERVICES OR SERVICE OFFERINGS, OR ANY BREACH OF WARRANTY OR OBLIGATIONS UNDER WARRANTY, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER THEORY, INCLUDING WITHOUT

LIMITATION LABOR REQUIRED TO REMOVE AND/OR REINSTALL ORIGINAL OR REPLACEMENT PARTS, LOSS OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS OR SERVICES, DOWNTIME COSTS, LOSS OR CORRUPTION OF DATA, LOSS OF USE OF PROPERTY OR EQUIPMENT, OR ANY INCONVENIENCE.

### WARRANTY - POWER BIKES (E-BIKES)

#### Models Included

EW-Supreme, EW-Step Thru, EW-Rugged.

# **Five Year Limited Warranty**

Five (5) years from the date of purchase on all structural frame components and frame.

## **One Year Limited Warranty**

One (1) Year from the date of purchase, if any part or component of the bike is found upon examination to be defective in material and/or workmanship, it will be replaced at BAM Power Bike's discretion. Parts included are the battery, motor, throttle, controller, LCD display, wiring, derailleur, hardware, wheel hubs, rims, pedals, kickstand, handlebar components and any other parts mutually agreed to of failed due to a manufacturing defect or quality issue.

#### WARRANTY EXCEPTIONS AND EXCLUSIONS

### **Service and Labor Costs**

Unless previously authorized, service calls and labor costs are NOT included or covered under any warranty. The purchaser is responsible for the delivery to the authorized repair facility. Satisfactory proof of purchase is always required for warranty service. Please contact Ewheels directly for any assistance in locating a service provider or to make a warranty claim.

### Consumable Items

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