

## LIMITED WARRANTY ON EMERALD E-BIKE

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

WE WARRANT THAT DURING THE WARRANTY PERIODS LISTED BELOW, THE LISTED COMPONENTS OF THE E-BIKE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP UNDER NORMAL USE CONSISTENT WITH PRODUCT INSTRUCTIONS.

WE LIMIT THE DURATION OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO 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.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO REPAIR OR REPLACEMENT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

**Who may use this warranty?** Emerald Brands, LLC (“Emerald”) located at 500 President Clinton Avenue, Ste. 300, Little Rock Arkansas 72201, United States (“we”) extend this limited warranty only to the consumer who originally purchased the e-Bike. It does not extend to any subsequent owner or other transferee of the e-Bike.

**What does this warranty cover?** This limited warranty applies to the following components of the e-Bike only, for the time periods indicated below. The limited warranty applies only against defects discovered within the applicable warranty period. The warranty period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

#### **BIKE FRAME: FIVE YEARS**

Emerald warrants that the frame (excluding any moving parts attached to the frame) will be free from defects in materials and workmanship under normal use consistent with product instructions for a period of five years from the date the e-Bike was purchased.

#### **FORKS AND BATTERY: 18 MONTHS**

Emerald warrants that the forks and the battery will be free from defects in materials and workmanship under normal use consistent with product instructions for a period of eighteen months from the date the e-Bike was purchased.

#### **CHARGER, MOTOR, HAND GRIP, SEAT POST, SADDLE, BRAKES, LIGHTS, CRANK SET, PEDALS, RIMS, WHEEL HUB, CASSETTE, DERAILLEUR, SHIFTER THROTTLE, WIRING HARNESS, KICKSTAND: 12 MONTHS**

Emerald warrants that the charger, motor, hand grip, seat post, saddle, brakes, lights, crank set, pedals, rims, wheel hub, cassette, derailleur, shifter throttle, wiring harness, and kickstand will be free from defects in materials and workmanship under normal use consistent with product instructions for a period of twelve months from the date the e-Bike was purchased.

#### **DISPLAY: 90 DAYS**

Emerald warrants that the display will be free from defects in materials and workmanship under normal use consistent with product instructions for a period of ninety days from the date the e-Bike was purchased.

**What does this warranty NOT cover?** This limited warranty does not cover any damage caused by (a) transportation; (b) storage; (c) improper use; (d) failure to follow product instructions or to perform any preventative maintenance; (e) modifications; (f) normal wear and tear; (g) use of unauthorized components, accessories, or service providers; (h) water damage, rust, or corrosion; (i) any external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

**What are your remedies under this warranty?** With respect to any defective component discovered during the Warranty Period, we will, in our sole discretion, repair or replace such product (or the defective part) free of charge. All labor charges for warranty service are your responsibility. All shipping charges are also your responsibility, unless Emerald agrees in writing to pay for shipping. Replacement components will only be shipped to the address of the original purchaser. THIS IS YOUR SOLE REMEDY.

**How do you obtain warranty service?** To be eligible for service under this warranty you **MUST** register your product within 60 days of purchase. [You can register your warranty at [Emerald Warranty Registration](#)]

To obtain warranty service, you must email our Customer Service Department at [support@emerald.shop](mailto:support@emerald.shop) during the Warranty Period to obtain a Warranty Merchandise Authorization ("WMA") number. No warranty service will be provided without a WMA number. Please include your product registration number, serial number, and a photo of your original purchase receipt in your message.

**LIMITATION OF LIABILITY.** THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE DEFECTIVE PRODUCT, NOR SHALL WE 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.

WE LIMIT THE DURATION OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO 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.

**What can you do in case of a dispute with us?** The following informal dispute resolution procedure is available to you if you believe that we have not performed our obligations under this limited warranty.

All disputes arising under or relating to this limited warranty shall be brought in the federal or state courts located in Pulaski County, Arkansas. You irrevocably submit and consent to the exercise of subject matter jurisdiction and personal jurisdiction over you by the federal and/or state courts in Pulaski County, Arkansas. You hereby irrevocably waive any and all objections which you may now or hereafter have to the exercise of personal and subject matter jurisdiction by the federal or state courts in Pulaski County, Arkansas and to the laying of venue of any such suit, action, or proceeding brought in any such federal or state court in Pulaski County, Arkansas.].

You must use this informal procedure before pursuing any legal remedy in the courts.

THE LIMITED WARRANTY CAN ALSO BE FOUND ONLINE AT [WWW.EMERALD.SHOP/WARRANTY](http://WWW.EMERALD.SHOP/WARRANTY).