

SUPER73, INC. LIMITED

WARRANTY

MODEL COVERED: SUPER73-K1D

Each new electronic bicycle sold by Super73, Inc. (“**Super73**,” “**us**,” “**we**,” or “**our**”) comes with a Limited Warranty (as defined below) for the original retail purchaser. **PROOF OF PRODUCT REGISTRATION AND ORIGINAL PURCHASE RECEIPT IS REQUIRED FOR VALID WARRANTY COVERAGE.**

1. **Warranty.** Subject to the terms, conditions and limitations herein, Super73 warrants to the original retail purchaser of the bike that (i) the frame and fork will be free from defects in material and workmanship under intended use and service for two (2) years from the date of delivery, and (ii) the drivetrain electronics including the throttle, battery, controller, and motor will be free from defects in material and workmanship under intended use and service for six (6) months from the date of delivery (the “Limited Warranty”). The Limited Warranty exists for abovementioned defects that were already present at the time of delivery of the bike and covers the battery, motor, controller, throttle, frame, and fork. Please note that, like any rechargeable battery, your Super73 rechargeable battery pack will experience a decrease in capacity over time as it is subjected to charge and discharge cycles. The electronics warranty does not include damage from power surges, use of an improper charger, water damage, improper maintenance, other misuse, or normal wear. This warranty is only valid for the first buyer. Any other remedy, such as compensation for damages of any kind or loss of use, is excluded. The warranty period cannot be extended by granting an additional warranty.

2. **Remedies.** If the original retail purchaser notifies Super73, the authorized dealer or the retail location from where the bike was purchased of a warranty claim within the applicable warranty period set forth above, Super73 will evaluate the warranty claim. If Super73 determines that the defective part is covered by the Limited Warranty, Super73 will replace or repair the defective part, at Super73’s sole discretion, without charge to the buyer. If the defective part is not covered by the Limited Warranty, Super73 will repair or replace the defective part at the purchaser’s cost.

3. **Requirements for this Limited Warranty to apply.**

- (a) The original purchaser provides proof that the bike was purchased from Super73 or one of its authorized dealers or distributors.
- (b) The person seeking warranty coverage is the original and first owner of the bike (warranty is not transferable in the case of a re-sale).
- (c) The bike was used in accordance with its intended purpose. The Super73 bike is intended for use on paved road.
- (d) The electronics including connectors and cables have not been repaired or modified.

4. **Exclusions.** This Limited Warranty does not cover the following:

- (a) Normal wear and tear of the product.
- (b) Damage or failure from abuse, neglect, misuse, or accident.
- (c) Damage from off-road or stunt riding, ramp jumping, acrobatics or similar activities or any activity that is not consistent with the intended use of the bike.
- (d) Damages resulting from improper charging of the battery pack or use of any charger

not supplied by Super73 or its dealers.

- (e) Paint damage or rust.
- (f) Installation of any third-party parts, accessories, or electrical or mechanical components.
- (g) Any components that have been modified or tampered with, including but not limited to tires, brake pads, chains, lights, motors, battery packs, displays, controllers, etc.
- (h) Damage associated with commercial use or rental operations.
- (i) Damage caused by stunt riding, racing, or other abusive treatment.
- (j) Product that has the serial number or the bar code removed, defaced, damaged, altered or made illegible.
- (k) Any defects or damages caused by actions that are inconsistent with any guidance or warnings set forth in any owner's manuals or product instructions.
- (l) Products purchased or used outside the United States.
- (m) Additionally, the following circumstances will void this Limited Warranty:
- (n) All warranties are void if the bike is used for any purpose other than the reasonable intended use of the bike.
- (o) All warranties are void if electrical parts have been repaired or modified by a person not authorized by Super73.

This is a consumer warranty and does not apply to products used commercially or in rental operations.

5. Wear and Tear. Some components of your bike are subject to wear owing to their function. The extent of wear depends on the care, maintenance and nature of the use of your Super73 (mileage, climate and road conditions, etc.). Bikes that are often left outside can also be subject to increased wear due to weathering. For safety, the parts must be replaced once they reach their wear limit. This includes but is not limited to:

- (a) The drive chain or chain wheel;
- (b) The brake cable;
- (c) The brake pads;
- (d) The brake disc rotor;
- (e) The rubber hand grips;
- (f) The sprockets or pinions;
- (g) The tires;
- (h) The saddle cover;
- (i) The rims; and
- (j) The bearings in the headset, hubs, and bottom bracket.

The brake pads and disc rotors are subject to wear owing to their function. Check the condition of the pads regularly and, if necessary, have them replaced by a specialist dealer. Brake disc rotors also wear out. Regularly have the thickness of the brake disc rotors checked as part of inspection and replace the components, if necessary. Replacing these parts due to wear, is not subject to the statutory warranty. Environmental factors cause wear on these moving parts. These areas must be regularly cleaned and maintained. Depending on the operating conditions, it cannot be ruled out that parts will have to be replaced due to wear (e.g. if bearing play starts to occur). You must contact your dealer before arranging repairs in order to ensure the quickest and most cost-effective

way to deal with your issue. Shipping and disassembly instructions from either the dealer or Super73 must be followed. Otherwise, warranty service will not be provided. Failure to comply with the assembly specifications and inspection intervals can void the warranty and liability for defects. Parts which must be replaced due to wear are not covered under this Limited Warranty.

6. Other Limits to this Limited Warranty.

(a) EXCLUSIVITY OF WARRANTY

THIS LIMITED WARRANTY IS THE FULL EXTENT OF SUPER73'S RESPONSIBILITIES AND THE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AGAINST SUPER73 WHETHER BASED UPON WARRANTY, STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY), INDEMNITY, MISREPRESENTATION OR ANY OTHER BASIS. THIS LIMITED WARRANTY IS THE SOLE WARRANTY MADE BY SUPER73 REGARDING THE BIKE AND IS IN LIEU OF ALL OTHER WARRANTIES, CONDITIONS AND REMEDIES, WHETHER WRITTEN, ORAL, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY, FITNESS FOR PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

SUPER73 DOES NOT REPRESENT OR WARRANT THAT THE BIKE (OR ANY COMPONENT THEREOF) WILL MEET ANY OR ALL OF THE CUSTOMER'S PARTICULAR REQUIREMENTS. THE CUSTOMER ACKNOWLEDGES AND ACCEPTS THAT ANY TERMS AND CONDITIONS INCONSISTENT WITH THE TERMS OF THIS LIMITED WARRANTY THAT MAY BE CONTAINED, OR REFERRED TO, IN ANY STANDARD TERMS AND CONDITIONS OF PURCHASE OF THE CUSTOMER (OR ANY OTHER DOCUMENT OR WRITING PRODUCED BY OR ON BEHALF OF THE CUSTOMER, INCLUDING WITHOUT LIMITATION, PURCHASE ORDERS, CONFIRMATIONS AND SPECIFICATIONS) ARE EXPRESSLY REJECTED AND EXCLUDED.

THE CUSTOMER FURTHER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY STATEMENTS, REPRESENTATIONS OR WARRANTIES MADE BY ANY INDIVIDUAL ACTING ON BEHALF OF SUPER73 AS SUCH INDIVIDUAL, WHETHER EMPLOYEE OR AGENT, IS NOT AUTHORIZED TO MAKE STATEMENTS, REPRESENTATIONS OR WARRANTIES THAT EXCEED THOSE SET FORTH IN THIS LIMITED WARRANTY. NOTHING IN ANY ASSEMBLY INSTRUCTION, PRODUCTION INFORMATION OR ADVERTISEMENTS IS INTENDED TO CREATE OR BE CONSTRUED AS AN EXPRESS WARRANTY OF ANY KIND WITH RESPECT TO THE BIKE. 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, PRESENTATION OR OTHERWISE.

THE LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS BASE WARRANTY MAY NOT BE MODIFIED, ALTERED OR WAIVED BY ANY ACTION, INACTION OR REPRESENTATIONS, WHETHER ORAL OR IN WRITING, EXCEPT IN WRITING SIGNED BY SUPER73'S DULY AUTHORIZED REPRESENTATIVE.

(b) **LIMITATION OF LIABILITY.**

TO THE EXTENT PERMITTED BY LAW, IN NO EVENT WILL SUPER73 OR ITS AFFILIATES, OR ITS AND ITS AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, MANUFACTURERS OR SUPPLIERS BE LIABLE TO CUSTOMER, ITS PARENT, SUBSIDIARIES, AFFILIATES OR CUSTOMERS OR ANY THIRD PARTY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF REVENUE OR PROFITS, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT PARTS OR VEHICLES OR CLAIMS BY CUSTOMER OR CUSTOMER'S CUSTOMERS FOR SERVICE OPERATION OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, AGGRAVATED OR RELIANCE DAMAGES, HOWEVER ARISING, WHETHER FOR BREACH OF WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY), MISREPRESENTATION OR OTHERWISE, EVEN IF SUPER73 IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR RIGHTS MAY VARY FROM STATE TO STATE. SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU, AND THEY DO NOT APPLY WHERE PROHIBITED BY LAW.

7. Dispute Resolution. We strive to keep our customers happy, and we will do our best to resolve disputes relating to a product or purchase under this Limited Warranty.

YOU AGREE THAT ALL DISPUTES WITH SUPER73 ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, VALUE, CONDITION OR PERFORMANCE OF THE PRODUCT MUST BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION AND NOT BY A COURT OR JURY. BY AGREEING TO ARBITRATION, YOU ARE WAIVING IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING AN ACTION IN A COURT OF LAW OR EQUITY.

The arbitration will be before a single arbitrator, whose award must not exceed, in form or amount, the relief allowed by the applicable law. The arbitration will be conducted in accordance with JAMS consumer arbitration rules and procedures or other arbitration procedures appropriate for use in consumer disputes. The arbitration provision is entered into pursuant to the Federal Arbitration Act, and the substantive laws of the State of California, without reference to its choice of law principles, will otherwise govern the interpretation of the Limited Warranty and all disputes that are subject to this arbitration provision. The arbitrator will decide all issues of interpretation concerning this Limited Warranty and the arbitration provision.

Any such dispute will not be combined or consolidated with a dispute involving any other person's or entity's product or claim, and specifically, without limitation of the foregoing, must not under any circumstances proceed as part of a class action or collective action. It is the intent of the parties that any and all disputes will be resolved on an individual basis only, and that the arbitrator will not have the power to award class or collective relief.

8. Customer Inquiries. For all inquiries on warranty and returns, please contact us at: customercare@super73.com.