

# Limited Warranty Terms

## Elecruiser

eBikes and scooters purchased new from the Elecruiser store (“ELECTRUISER”) are sold with the respective manufacturers warranties.

Magnum and NCM brand eBikes purchased from ELECTRUISER after March 22<sup>nd</sup>, 2024 are protected for labor only for manufacturing defects, excluding parts and materials (“Elecruiser Support”), for a total of (2) two years (“Support Period”). The Elecruiser Support and Elecruiser Warranty (together herein as “Protection”) are only applicable to United States non-commercial use ebike purchases and in accordance with the following terms:

- Only the original owner of an ebike purchased from ELECTRUISER’s online or physical storefront is covered by this Protection. The Protection begins upon the date of purchase on your purchase receipt and shall end immediately upon the earlier of the end of the Warranty Period or Support Period or any sale or transfer of the ebike to another person, and under no circumstances shall the Protection apply to any subsequent owner or other transferee of the ebike.
- The Protection is expressly limited to the repair or replacement, due to a manufacturing defect, at the sole discretion of ELECTRUISER, of a defective frame, fork, stem, handlebar, headset, seat post, saddle, lights, bottom bracket, crank set, pedals, rims, wheel hub, freewheel, cassette, derailleur, shifter, motor, throttle, controller, wiring harness, LCD display, kickstand, reflectors and hardware (each a “**Covered Component**”).
- The Covered Components and Battery are warranted to be free of defects in materials and/or workmanship during the respective Period.

## 1. This Limited Warranty Does Not Cover:

- Normal wear and tear of any Covered Component, or any other component.
- Consumables or normal wear and tear parts (including without limitation tires, tubes, brakes, 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, rust, oxidation, fading, weathering, extreme riding, stunt riding, or improper follow-up maintenance.
- For the avoidance of doubt, ELECTRUISER will not be liable and/or responsible for any damage, failure or loss caused by any unauthorized service or use of unauthorized parts.
- 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. Batteries holding eighty (80) percent charge or more are not considered defective.
- Any product sold by ELECTRUISER that is not an ebike.
- Any ebike purchased for commercial, government, security, industrial, or agricultural use (such uses will require separately defined warranty coverage in writing from ELECTRUISER).
- Non-Magnum and non-NCM branded products.

- Transport of any ebike to or from ELECRUISER for any reason whatsoever. The buyer is responsible for transport, and any cost of transport, of their ebike for any reason.
- Preowned products. Preowned product have the above protection for fourteen (14) days from purchase.

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

## **2. Shipping Damage**

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

- Notify ELECRUISER of a Covered Component damaged in the shipping process within thirty (30) days of your receipt of the ebike;
- Provide ELECRUISER 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.

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, ELECRUISER will not replace any Covered Components damaged during such shipping method.

## **3. 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.

## **4. Claims Process**

**ELECRUISER 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 ELECRUISER Technical Support team at (561) 680-2453 or [info@elecruiser.com](mailto:info@elecruiser.com). The Technical Support team will initially work with you on the problem with your ebike to identify potential simple fixes.

- 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.
- Protection repairs and replacements must be performed by ELECRUISER at ELECRUISER's location, 1954 NE 5<sup>th</sup> Avenue, Boca Raton, Florida 33431; warranty repairs by third-parties will not be covered.
- You will be responsible for shipping costs associated with returning a Covered Component, unless ELECRUISER agrees in writing to pay for such shipping costs. Replacement Covered Components, if approved 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 ELECRUISER'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. ELECRUISER'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE EBIKE, NOR SHALL ELECRUISER 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.**

**TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, ELECRUISER 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.**