

Limited Warranty and Terms for Service

Elecruiser

Excluding batteries, all Elecruiser (“ELECTRUISER”) ebike service and repairs (the “SERVICE”), and their individual Covered Components (as defined herein), are protected against defects in material or workmanship for thirty (30) days after receipt of the serviced ebike by the customer (respectively the “Warranty Period”). This Limited Warranty is only applicable to United States for non-commercial use of the ebike serviced and in accordance with the following terms:

- Only the original buyer of ebike SERVICE, purchased from ELECTRUISER’s physical storefront is covered by this Limited Warranty. The Warranty Period begins upon your receipt of the serviced ebike and shall end immediately upon the earlier of the end of the Warranty Period or any sale or transfer of the ebike to another person, and under no circumstances shall the Limited Warranty apply to any subsequent owner or other transferee of the ebike.
- The Limited Warranty is expressly limited to the repair or replacement, at the sole discretion of ELECTRUISER, of a defective serviced 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**”), and labor providing the service to the ebike.
- The Covered Components and SERVICE are warranted to be free of defects in materials and/or workmanship during the respective Warranty Period.

1. This Limited Warranty Does Not Cover

- Normal wear and tear of any Covered Component.
- Consumables or normal wear and tear parts (including without limitation tires, tubes, brake pads, 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, 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, or any SERVICE performed by ELECTRUISER on any ebike not originally purchased from ELECTRUISER.
- 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 products sold by ELECTRUISER that is not an ebike.
- Any ebike purchased or serviced for commercial, government, security, industrial, or agricultural use (such uses will require separately defined warranty coverage in writing from ELECTRUISER).

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

2. 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.

3. 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. 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 or SERVICE must be replaced, they will provide you with a set of instructions for returning the defective Covered Component and receiving the replacement.
- Warranty repairs, SERVICE, and replacements must be performed by ELECRUISER at ELECRUISER's location, 1954 NE 5th 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.

4. Unclaimed Service Items

CUSTOMER ITEMS, INCLUDING BUT NOT LIMITED TO BIKES AND SCOOTERS LEFT UNCOLLECTED FOR MORE THAN FIVE (5) DAYS INCUR A TWENTY DOLLAR (\$20.00) PER DAY STORAGE FEE WHICH WILL BE ADDED TO THE BILL TO BE PAID BY CUSTOMER.

Any item left uncollected for 30 days or more will be considered abandoned and the property of Elecruiser for disposal at Elecruiser's discretion.