



WARRANTY TERMS AND CONDITIONS

WHO IS THE WARRANTOR?

eccity motorcycles SAS, registered in France under the number 530823905 and headquartered at ZI du Carré, 47 route de la Marigarde, 06130 GRASSE , France.

WHO DOES THIS LIMITED WARRANTY COVER?

This Limited Warranty applies to all original owners and any subsequent owners of the scooters *eccity*. It is provided at no additional cost during the applicable warranty coverage period.

eccity requires its authorized dealers to submit warranty registration information on-line or a warranty registration card via mail at the time of purchase to ensure timely service. When a scooter is sold to a subsequent owner, the original owner should submit a warranty transfer request either electronically or in writing. This must be performed to allow **eccity** the ability to contact the new owner in the unlikely event of a safety related issue.

WHAT DOES THIS LIMITED WARRANTY COVER?

eccity guarantees that all factory manufactured scooters are free from defects in material and workmanship during the period of this Limited Warranty.

This Limited Warranty covers parts, including the motor, controller, frame, swing arm, fork, rear shock, brake assemblies, wheels and electrical sub-assemblies, and approved **eccity** accessories installed at the time of purchase.

This Limited Warranty covers all components of the **Battery Pack**, including the battery, integrated battery management system, internal wiring, and internal structures.

WHAT IS THE COVERAGE PERIOD OF THIS LIMITED WARRANTY?

The duration of this Limited Warranty depends upon whether your *eccity* scooter is a demonstrator or a non-demonstrator.

Demonstrators are **eccity** scooters that have been driven by or used by **eccity** or an authorized dealership's customers or prospective customers, staff, managers or executives, or members of the press, but have never been registered within the region or country.

Non-demonstrators are those **eccity** scooters that are not demonstrator.

A. WHAT IS THE COVERAGE PERIOD FOR NON-DEMONSTRATORS?

The duration of this Limited Warranty for Non-Demonstrator **eccity** scooters, not including the Battery packs, is a period of **two (2) years** from the original “in service date” or date of delivery by **eccity** directly to the customer. This is without mileage limitation.

Note: The “in service date” is the date that the authorized dealer performs a pre-delivery inspection (“PDI”) and delivers the motorcycle to the customer. In the event that these events occur on different dates, the later date shall be the “in service date.”

The duration of this Limited Warranty for the Battery Pack is:

- Four (4) years from the “in service date” or 30 000 km whichever comes sooner

Customers can purchase an extended warranty at an additional cost for one additional year or 7 500km. In such a case, the duration of this Limited Warranty for the Battery Pack is:

- Five (5) years from the “in service date” or 37 500 km whichever comes sooner

B. WHAT IS THE COVERAGE PERIOD FOR DEMONSTRATORS?

The duration of this Limited Warranty for demonstrator **eccity** scooter, not including the Battery packs, is a period of two (2) years and 15 days from the original “shipment date.”

Note: The “shipment date” is the date that **eccity** ships the Demonstrator scooter to the authorized dealer.

The duration of this Limited Warranty for the Battery Pack is:

- Four (4) years from the “shipment date” or 30 000 km whichever comes sooner

Customers can purchase an extended warranty at an additional cost for one additional year or 7 500km. In such a case, the duration of this Limited Warranty for the Battery Pack is:

- Five (5) years from the “shipment date” or 37 500 km whichever comes sooner

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

Due to the battery chemistry, there is a normal, expected reduction in range/capacity that Battery packs can yield over time and usage. Depending on use and storage conditions, Battery packs will degrade during the duration of this Limited Warranty period. **eccity** will only repair or replace pursuant to this Limited Warranty a Battery pack that exhibits a nominal storage capacity reduction of greater than:

- 20% of the published nominal capacity, in case of standard warranty terms
- 25% of the published nominal capacity, in case of extended warranty terms to 5 years

To check the capacity of a Battery pack, an authorized **eccity** dealer can perform a battery management system log data extraction, which will confirm if a reduction is within expected norms.

Further, this Limited Warranty only covers **eccity** scooters that are operated according to “proper use” and “under normal operating conditions.” For purposes of this exclusion, the following definitions apply:

- “Normal operating conditions” require routine care and maintenance of the **eccity** scooters as described in the User Manual.
- “Proper use” means only the use of a motorcycle in the manner intended for a rider and passenger on an **eccity** scooter with proper safety equipment as described in the User Manual, in accordance with local regulations.
- “Proper use” also means charging the Battery pack, using only **eccity** authorized chargers, after each use and storing it in a fully charged state, or recharging it every 30 days.

In addition, this Limited Warranty does not cover:

- The cost of parts and labour involved in any routine care and maintenance and/or the replacement of parts due to normal wear and tear, use, or deterioration, including but not limited to: tyres, brake pads and rotors, fork seals, grips, and the saddle seat;
- This warranty does not cover the tyres installed on the **eccity** scooter. The original equipment tyres are warranted separately by the tyre manufacturer;
- The replacement of fluids, unless their replacement is a necessary part of warranty service on a covered component;
- Wheel and spoke damage resulting from off road use;
- Any cosmetic concerns that arise as a result of environmental conditions, owner abuse, misuse, lack of routine care and maintenance, and/or improper use;
- Parts or components damaged by use or operation under abnormal circumstances or contrary to the requirements described in the User Manual including a failure to have the motorcycle's firmware updated in a timely basis following a notification that an update is necessary.
- **eccity** scooters used for racing or other competitive events;
- **eccity** scooters misused or improperly operated;
- Damage, malfunctions, or performance problems caused by modifications or alterations to **eccity** scooters - including modifications or alterations performed by an authorized **eccity** dealer - that cause the **eccity** scooter to fail;
- Damage, malfunctions, or performance problems caused by aftermarket accessories installed on a **eccity** scooter after the “in service date,” or caused by aftermarket accessories installed by someone other than an authorized **eccity** dealer;
- Damage, malfunctions, or performance problems caused by the improper repair of the motorcycle, installation of any parts or accessories not sold or approved by **eccity**, the installation and use of any parts or accessories that alter the motorcycle's specifications from those set by **eccity**, or the use of new or used parts not approved by **eccity**;
- Damage, malfunctions, or performance problems caused by the installation or use of any charger not sold or approved by **eccity**;
- Damage, malfunctions, or performance problems caused by fire, collision, accident, or improper storage;
- Damage, malfunctions, or performance problems caused by continued operation of the motorcycle after a warning light, gauge reading, or other warning indicates a mechanical or operational problem;
- **eccity** scooter severely damaged or declared to be a total loss by an insurer, or motorcycles substantially reassembled from or repaired with parts obtained from another used motorcycle;
- Damage, malfunctions, or performance problems caused by the failure to follow recommended maintenance requirements as set forth in the User Manual; and
- Damage, malfunctions, or performance problems caused by airborne industrial pollutants (e.g., acid rain), bird droppings, tree sap, stones, flood water, windstorms, or other similar occurrences.

Further, this Limited Warranty does not apply to **eccity** scooters or parts and accessories that are not imported or distributed by **eccity** itself or any **eccity** authorised dealers or service centres.

WHAT OTHER LIMITATIONS OR DISCLAIMERS APPLY TO THIS LIMITED WARRANTY?

The following additional limitations and disclaimers apply to this Limited Warranty:

- **THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY MADE IN CONNECTION WITH THE SALE OF THIS *ECCITY* MOTORCYCLE MODEL. ANY IMPLIED WARRANTY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE STATED PERIOD OF THIS WRITTEN WARRANTY.**
- ***eccity*** does not assume – or authorize any person to assume – any other obligation or liability on its behalf.
- **THIS LIMITED WARRANTY DOES NOT COVER ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF VALUE OF THE MOTORCYCLE, LOST PROFITS OR EARNINGS, OUT-OF-POCKET EXPENSES FOR SUBSTITUTE TRANSPORTATION OR LODGING, EXPENSES ASSOCIATED WITH RETURNING THE COVERED PRODUCT TO AN AUTHORIZED SERVICE FACILITY OR DEALER, TOWING AND/OR ROADSIDE ASSISTANCE EXPENSES, EXPENSES ASSOCIATED WITH RETURNING THE COVERED PRODUCT BACK TO ITS OWNER, MECHANIC’S TRAVEL TIME OR COMMUNICATION CHARGES, LOSS OR DAMAGE TO PERSONAL PROPERTY, LOSS OR TIME, OR INCONVENIENCE.**
- ***eccity*** reserves the right to change or improve the design of any *eccity* scooter, Battery pack, or any other **eccity** parts (collectively, “**eccity** products”) at any time, without assuming any obligation to modify any **eccity** products previously manufactured or sold.
- The purchaser acknowledges that there is an inherent risk in the operation of motorcycles. This Limited Warranty does not cover - and **eccity** cannot assume responsibility for - any injury arising from the unsafe or improper operation of **eccity** products, or the user’s failure to comply with instructions, care and maintenance requirements, warnings, and safety precautions.
- The original registered owner or subsequent registered transferee as documented on the **eccity** motorcycle warranty registration form is responsible for conveying the User Manual and all safety warnings, instructions, and Limited Warranty if the unit is sold, loaned, or otherwise transferred to another person.

WHAT ARE YOUR RESPONSIBILITIES AS A CUSTOMER?

As the owner of a product covered by this Limited Warranty, it is your responsibility to read and understand the User Manual, this Limited Warranty, and all product warnings before operating your **eccity** scooter. Serious injury or death can result from improper operation or failure to observe warnings and safety instructions on any motorcycle.

Further, it is also your responsibility to:

- Perform all recommended and necessary routine care and maintenance and engage in proper use of your **eccity** motorcycle and Battery pack as detailed in the User Manual including obtaining any firmware updates available in a timely basis following a notification that an update

is necessary.

- Learn and obey all national and local laws and regulations governing the operations of a motorcycle, generally, and an electric motorcycle, specifically.
- At all times when operating a *eccity* scooter wear proper safety equipment and clothing, including but not limited to helmet, and gloves.
- Convey the User Manual and all safety warnings, instructions, and Limited Warranty if the unit is sold, loaned, or otherwise transferred to another person.

WHAT WILL *ECCITY* MOTORCYCLES DO UNDER THIS LIMITED WARRANTY?

During the duration of this Limited Warranty, an authorized *eccity* dealer or service centre will repair or replace (at *eccity*'s discretion), without charge, any *eccity* scooter, Battery packs, or parts that are covered by this Limited Warranty and found by *eccity* or an authorized *eccity* dealer to be defective in factory materials or workmanship.

Please send your written notification to *eccity* at the following address:

Eccity Motocycles SAS
ZI du Carré,
47 route de la Marigarde,
06130 GRASSE
France

HOW DO YOU OBTAIN SERVICE UNDER THIS LIMITED WARRANTY?

Warranty services may be obtained by contacting your local *eccity* dealer.

In the event that a dealer is not in your region or country, you can contact *eccity* directly at +33422130189 or via e-mail at support@eccity-motocycles.com.

In any written or telephonic communication, please state the specific nature of any circumstances leading to the problem and include the VIN and odometer reading.

TRANSFER OF OWNERSHIP AND LIMITED WARRANTY

If you sell your *eccity* scooter, please visit the *eccity* website and download the transfer of ownership and warranty form. This must be performed to allow *eccity* the ability to contact the new owner in the unlikely event of a safety related issue. Use the email address below or feel free to contact the *eccity* customer service department for assistance.

E-mail: support@eccity-motocycles.com

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