## TUOTEG LIMITED WARRANTY TERMS

All TUOTEG Bikes ("TUOTEG") ebikes (the "ebike"), and their individual components (as defined herein), are protected against all manufacturing defects in material or workmanship for one (1) year after the date of a qualifying purchase (the "Warranty Period"). This Limited Warranty is only applicable to United States ebike purchases and in accordance with the following terms:

- This limited warranty applies only to the original owner of an ebike purchased from TUOTEG's online store or an authorized TUOTEG retailer. The Warranty Period begins upon your receipt of the ebike and shall end immediately at the end of the warranty period OR upon transfer of the bicycle to another owner--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 replacement of a defective battery, frame, fork, stem, handlebar, headset, seat post, saddle, brakes, bottom bracket, crank set, pedals, rims, wheel hub, freewheel, cassette, derailleur, shifter, motor, throttle, controller, wiring harness, LCD display, kickstand, reflectors and hardware
- The above components are warrantied to be free of defects in materials and/or workmanship during the one-year warranty period.

# This Limited Warranty Does Not Cover:

- Normal wear and tear of any of the components listed above.
- Typical consumables or normal wear and tear parts: tires, tubes, brake pads, disc brake rotors, brake or derailleur cables and housing, grips, chain, chainrings and spokes
- Damage or defects to components resulting from improper installation, failure to follow instructions in the owner's manual, accidents, misuse, neglect, abuse, commercial use, alterations, modification, installation of parts or accessories not originally intended or compatible with the ebike as sold, operator error, water damage, extreme riding, stunt riding, or improper follow-up maintenance.
- For the avoidance of doubt, TUOTEG 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 warrantied from damage resulting from power surges, use of an improper charger, improper maintenance or other such misuse, normal wear or water damage.
- Any product sold by TUOTEG that is not an ebike.

## DETERMINING WHETHER DAMAGE OR DEFECT TO AN EBIKE OR COMPONENT IS PROTECTED BY THIS LIMITED WARRANTY SHALL BE AT THE SOLE DISCRETION OF TUOTEG.

#### **Shipping Damage:**

Damage to a component during shipping is not covered by this Limited Warranty, but TUOTEG will replace such damaged components if you:

- Notify TUOTEG of a component damaged in the shipping process within thirty (30) days of your receipt of the ebike;
- Provide TUOTEG with a dated picture of the damaged 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, TUOTEG will not replace any components damaged during such shipping method.

# WARRANTY CLAIMS PROCESS:

## TUOTEG WILL NOT REPLACE ANY COMPONENT UNDER THIS LIMITED WARRANTY WITHOUT FIRST SEEING PHOTOS OR VIDEO OF THE DAMAGED COMPONENT.

To exercise your right to receive a replacement for a component under this Limited Warranty, you must:

- Contact the TUOTEG Support team by email at support@TUOTEG.com or by phone at 1-833-538-0029. 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 component must be replaced, they will provide you with a set of instructions for returning the defective component and receiving the replacement.

- After you receive the replacement component, the Technical Support team will also assist in determining how to replace or install the new component into your ebike.
- You will be responsible for shipping costs associated with returning a component, unless TUOTEG agrees in writing to pay for such shipping costs. Replacement components under this Limited Warranty shall only be shipped to the address of the original purchaser.

THE REMEDIES DESCRIBED IN THE WARRANTY CLAIMS PROCESS ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND TUOTEG'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. TUOTEG'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE EBIKE, NOR SHALL TUOTEG 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, WHICH VARY FROM STATE TO STATE.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW, TUOTEG 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.

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