

# User Manual.

Birdie

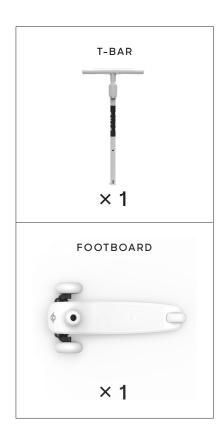


Welcome to the flock! We hope your little ones love their new ride. Don't forget to share in-flight photos by tagging @Bird on Instagram.

#BirdieLife

#### **GET TO KNOW BIRDIE**

Birdie is partially assembled already, so you'll only need to do a few things to get your kiddo flying. Check out the following diagram to make sure you have all the materials required for assembly.

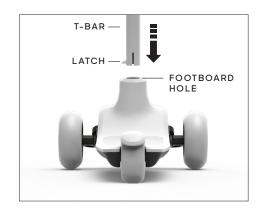




#### **ASSEMBLY**

Position the T-bar above the hole on the footbard. Make sure to align the T-bar latch with the notch in the hole. Depress the latch and slide the T-bar into the hole. You should hear a click when the T-bar locks into place. Confirm the T-bar is secure by flipping the Birdie over and check that the latch is visible underneath the footboard hole.

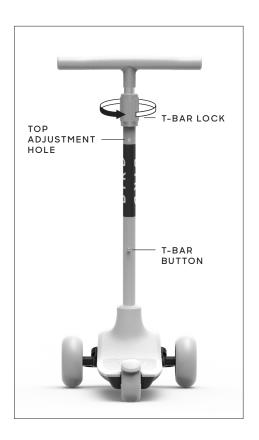
Before allowing your child to ride, make sure the neck, wheels, and frame of the Birdie are fully secure and all screws are tight.





#### ADJUSTING HEIGHT

Twist the T-bar lock counter-clockwise. Then press the T-bar button, move the handlebar to desired height, and twist the lock clockwise until tight. Make sure the height of the handlebar is at or below the top adjustment hole.



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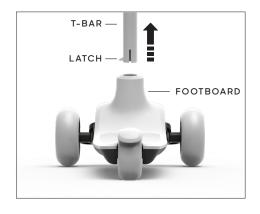
#### REMOVING HANDLEBAR

Flip the Birdie over so the bottom of the footboard is visible. Depress the latch near the footboard hole, then pull the T-bar to remove.

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- 9.2.5 Avoid sharp bumps, drainage grates, and sudden
- · surface changes. Scooter may suddenly stop.
- F2264 14
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- 9.2.6 Avoid streets and surfaces with water, sand, gravel,
- dirt, leaves, and other debris. Wet weather impairs traction,
- · braking, and visibility.
- 9.2.7 Do not ride at night.





9.2.8 Brake will get hot from continuous use.

## RIDE SAFELY INSTRUCTIONS AND WARNINGS

- Appropriate for children ages 3-8 with a maximum weight of 110 lbs (49 kg).
- · Check and secure all fasteners before every ride.
- Any modifications to Birdie will result in warranty expiration.
- Metal parts may corrode over time, especially if exposed to moisture outside.
- Contains small parts while unassembled; adult assembly required.
- Protective equipment must be worn when riding.
   This includes a helmet, shoes with rubber soles, and wrist, elbow, and knee pads.
- Help your child feel comfortable by practicing first to gain control of the vehicle. Always ride with caution to avoid falls or collisions.
- Ride on smooth, paved surfaces away from motor vehicles. Avoid sharp bumps, drainage grates, and sudden surface changes. Scooter may suddenly stop.
- Ensure your child does not ride down any steep hills or exceed speeds of 3 mph.

- Avoid roads, paths, or places with motor vehicle traffic. Follow local traffic rules and regulations. Watch out for pedestrians.
- One child per Birdie when riding, please.
- · Never allow your child to ride at night.
- Keep weather and terrain in mind. Do not ride on sandy, rough, icy, wet, or uneven surfaces.
- · Replace worn or broken parts immediately.
- Brake will get hot from continuous use. Do not touch after braking.
- Adults must assist children in the initial adjustment procedures to unfold scooter, adjust handlebar and steering to height, and finally to fold scooter.

Questions? We've got answers. Email shop@bird.co or give us a call at 866-205-2442 Bird Rides 406 Broadway Avenue #369 Santa Monica, CA 90401

www.bird.co

#### Birdie

#### MANUFACTURER'S LIMITED WARRANTY (AMERICAS)

This is the manufacturer's limited warranty ("Limited Warranty") for the Birdie ("Product") for consumers in North and South America. This Limited Warranty describes the service available to you in the event your Product requires warranty service, and you may have additional protections under your local laws.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM COUNTRY TO COUNTRY AND STATE TO STATE.

This sheet and the original purchase receipt for the purchase of your Product are the documents defining the Limited Warranty. Please retain this document and the original purchase receipt to preserve your warranty service.

#### CONTACTS

Service E-mail: shop@bird.co
Service Telephone Toll Free: 1-866-205-2442
Visit www.bird.co for the latest contact information.

The Product is manufactured for and distributed by Bird Rides, Inc. ("Bird"), located at 406 Broadway #369, Santa Monica, California 90401, USA.

## 1. Limited Warranty Period

This Limited Warranty covers all defects in material and workmanship of the Product arising or occurring as a result of your normal and ordinary use of the Product for a period of one (1) year. In the event a defect covered by this Limited Warranty occurs, Bird will repair or replace your Product in accordance with the terms of this Limited Warranty. The applicable period for the Limited Warranty begins the date the Product is purchased from Bird or an authorized Bird distributor or dealer.

## 2. Limited Warranty Service Process

If you discover what you believe is a defect for your Product, please contact Bird at 1-866-205-2442 or at shop@bird.co. Bird's support personnel are available to assist you in diagnosing and fixing any problems you may encounter in the use of your Product. In the event we cannot help you fix the problem, you may be entitled to warranty service under this Limited Warranty.

In order to submit your Product for warranty service pursuant to this Limited Warranty, you will be asked to provide Bird with (i) the proof of purchase from Bird or an authorized retailer; and (ii) the Product's serial number. Upon verification of your eligibility, you will need to provide your name, email address, mailing address and contact telephone number in order to receive a return materials authorization ("RMA") number. Bird must receive your defective Product within thirty (30) days from Bird's issuance of an RMA to you. Bird may direct you to a designated third party for warranty repairs.

#### **Birdie**

You are responsible for any damages caused by your improper packaging or shipment of the Product to Bird, or risk of loss during transit.

An authorized service provider will conduct an inspection of your Product. If Bird determines that the problem is not covered under the Limited Warranty, Bird will notify you and inform you of service or replacement alternatives that are available to you on a fee basis, or Bird will return your Product to you unrepaired.

For eligible warranty claims, Bird will service defective Products with new or reconditioned parts of same or similar style at no cost to you for the service. Parts replaced by Bird will be retained by, and become the property of Bird. For eligible warranty claims, Bird will pay reasonable return shipping charges for the return of the Product to you.

## 3. Limited Warranty Eligibility

- 3.1 Your request for service must be received by Bird within the Limited Warranty Period as described above, and Bird must receive your Product in accordance with the Limited Warranty Service Process defined above.
- 3.2 Your Product must be purchased from Bird or an authorized reseller of the Product.
- 3.3 You must retain the original purchase receipt and your Limited Warranty, and provide this documentation to Bird to verify your warranty eligibility.

3.4 This Limited Warranty describes the service available to you in the event your Product requires warranty service.

### 4. Limited Warranty Exclusions

This Limited Warranty describes the service available to you in the event your Product requires warranty service, and you may have additional protections under your local laws. This Limited Warranty does not cover and excludes damage to your Product:

- 4.1 Caused by abuse, misuse, neglect or commercial use.
- 4.2 Caused by use contrary to the owner's manual and other documentation, use other than in accordance with specified weight and age limits, use on stairs, walls and curbs, or any extreme sport or exhibition use.
- 4.3 Caused by accident, collision, riding over obstacles, racing, fire, water submersion, high pressure water spray, freezing, earthquake, dropping, severe oxidation, or chemical solvent corrosion.
- 4.4 Caused by any repair that was unauthorized by Bird.
- 4.5 Caused from improper packaging or mishandling during shipment to the warranty-service provider.

- 4.6 That is cosmetic, including, scratches, dents and the removal of protective coatings that are designed to diminish over time, unless such damage occurred due to a defect in materials; or from ordinary wear and tear.
- 4.7 Caused by the use of the Product with, or any modification to the Product using, any third party product, component or accessory that is not sold by Bird.
- 4.8 That does not arise from Bird's product-design, technology, manufacturing or quality.

## 5. Liability Disclaimer and Limitation

Bird does not assume, nor authorizes anyone to assume on its behalf, any other obligation or liability in connection with a Product, its component parts, accessories, service repair, or this Limited Warranty. Bird is not responsible for any loss of use of a Product, its component parts, accessories, or for any inconvenience or other loss or damage which might be caused from any defect in a Product, its component parts, accessories, service repair, or for any other incidental or consequential damages the purchaser may have as a result of any defect in a Product, its component parts, accessories, or service repair.

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO PRODUCT AND ITS COMPONENT PARTS, ACCESSORIES, AND SERVICE REPAIR. BIRD AND ITS AFFILIATED COMPANIES DISCLAIM ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, OTHER THAN THOSE WARRANTIES IMPLIED BY AND INCAPABLE OF EXCLUSION, RESTRICTION, OR MODIFICATION UNDER APPLICABLE LAW. ANY SUCH IMPLIED WARRANTIES WHICH MAY BE REQUIRED BY LAW AND ARE NOT DISCLAIMED HEREBY

ARE LIMITED, TO THE EXTENT ALLOWED BY LAW, TO THE APPLICABLE PERIOD OF THIS LIMITED WARRANTY, OR TO THE APPLICABLE TIME PERIOD PROVIDED BY THE APPLICABLE COUNTRY/ STATE LAW, WHICHEVER PERIOD IS SHORTER. SOME COUNTRIES/STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO SOME PURCHASERS.

BIRD'S TOTAL AND AGGREGATE LIABILITY FOR ALL CLAIMS, JOINT AND SEVERALLY, ARISING HEREUNDER AND ANY AND ALL APPLICABLE WARRANTIES AT LAW ARE LIMITED TO THE REPAIR OR REPLACEMENT OF ANY DEFECTIVE PRODUCT, AS DETERMINED IN BIRD'S DISCRETION, AND ALL INCIDENTAL AND CONSEQUENTIAL DAMAGES ARE HEREBY EXCLUDED, UNLESS SUCH LIMITATIONS AND EXCLUSIONS ARE PROHIBITED BY APPLICABLE LAW. SOME COUNTRIES/STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## 6. Claims and Dispute Resolution

BIRD AND YOU AGREE THAT ALL CLAIMS OR DISPUTES ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, CONDITION OR PERFORMANCE OF THE PRODUCT, WHETHER BASED IN CONTRACT, TORT, STATUTORY, FRAUD, MISREPRESENTATION OR ANY OTHER LEGAL THEORY, AND ALL CLAIMS THAT ARE SUBJECT OF A PURPORTED CLASS ACTION LITIGATION THAT YOU ARE NOT A MEMBER OF THE CERTIFIED CLASS, SHALL BE RESOLVED THROUGH ARBITRATION AS PROVIDED FOR HEREIN, OR IN SMALL CLAIMS COURT, AND NOT BY A TRIAL BY JURY, YOU WAIVE THE RIGHT TO A TRIAL BY JURY, AND WAIVE THE RIGHT TO PARTICIPATE IN CLASS ACTIONS ARISING FROM

OR RELATING TO ANY AND ALL CLAIMS AND DISPUTES WITH BIRD. YOU AGREE THAT YOU MAY ARBITRATE CLAIMS AGAINST BIRD ONLY IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF, A CLASS REPRESENTATIVE, OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE PROCEEDING. THIS AGREEMENT EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THUS THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS LIMITED WARRANTY. BIRD REQUIRES THAT YOU ARBITRATE YOUR CLAIMS AGAINST BIRD PURSUANT TO THE ARBITRATION DESCRIBED BELOW PRIOR TO YOUR EXERCISE OF YOUR RIGHTS PURSUANT TO TITLE I OF THE MAGNUSON-MOSS WARRANTY ACT. TITLE I OF THE MAGNUSON-MOSS WARRANTY ACT. DOES NOT REQUIRE YOU TO PURSUE RIGHTS AND REMEDIES AVAILABLE TO YOU THAT ARE NOT PROVIDED BY TITLE I OF THE MAGNUSON-MOSS WARRANTY ACT.

Any such arbitration shall not be combined or consolidated with a claim or dispute involving any other person's or entity's product or claim or dispute, and specifically, without limitation of the foregoing, shall not under any circumstances proceed as part of a class action or class arbitration.

If you intend to seek arbitration, you must first send to Bird, by certified mail, a written notice of dispute at least thirty (30) days in advance of initiating the arbitration. The notice should be addressed to: Attention: Disputes, Bird Rides, Inc., 406 Broadway #369, Santa Monica CA 90401. The notice must include: (i) a description of your claim and the basis of the dispute; and (ii) a description of the relief you are seeking. If Bird and you do not reach an agreement to resolve the claim within thirty (30) days after Bird receives your notice, you or Bird may commence an arbitration proceeding.

The arbitration will take place in Los Angeles, California or a mutually agreed upon location. Arbitration shall be administered by JAMS, or alternatively a mutually agreed upon arbitrator or arbitration service, under the applicable commercial arbitration rules for JAMS or the mutually agreed upon arbitration service, excluding any rules or procedures governing or permitting class actions. The arbitrator, and not any federal, state or local court or agency, shall have exclusive authority

to resolve all disputes arising out of or relating to the interpretation, applicability, enforceability or formation of this Limited Warranty, including, but not limited to any claim that all or any part of this Limited Warranty is void or voidable, or whether a claim is subject to arbitration. The arbitrator shall be empowered to grant whatever relief would be available in a court under law or in equity. The arbitrator's award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. To the extent the filing fee for the arbitration exceeds the cost of filing a lawsuit, Bird will pay the additional cost. The arbitration rules also permit you to recover attorney's fees in certain cases. The parties understand that, absent this mandatory provision, they would have the right to sue in court and have a jury trial. They further understand that, in some instances, the costs of arbitration could exceed the costs of litigation and the right to discovery may be more limited in arbitration than in court.

This arbitration provision also applies to claims and disputes by you, the purchaser of the Product, and all those in privity with you, including your family members, beneficiaries and assigns, against Bird's subsidiaries and affiliates, and any person or entity that licensed, supplied, sold or distributed the Product, and each of their officers, employees, representatives, licensors/licensees, agents, beneficiaries, predecessors in interest, successors, and/or assigns.

You may opt out of this dispute resolution procedure by providing notice to Bird no later than thirty (30) calendar days after the date of the first consumer purchaser's purchase of the Product. To opt out you must send notice by mail to Attention: Arbitration Opt Out, Bird Rides, Inc., 406 Broadway #369, Santa Monica CA 90401. The opt out notice must include

(a) your name, email address, mailing address and phone number; (b) the date on which the product was purchased; (c) the product model name or model number; and (d) the Serial Number. Opting out of this dispute resolution procedure will not affect the coverage of the Limited Warranty in any way, and you will continue to enjoy the benefits of the Limited Warranty. If you opt-out of these arbitration provisions, Bird also will not be bound by them.