

ES4-800RN/ES4-800RB

E-Scooter

Limited Warranty

This is the limited warranty ("Limited Warranty") for the electric scooter, model# ES4-800RN/ES4-300RB ("Product") for consumers in North 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: support@CMSwarranty.com Service Telephone Toll Free: 1- 888-970-0751

This Product's warranty is supported by Consumer Mobility Services ("CMS").

1. Limited Warranty Period

This Limited Warranty covers all manufacturer's defects in material and workmanship of the Product arising or occurring as a result of your normal and ordinary use of the Product. In the event a defect covered by this Limited Warranty occurs, CMS will repair or replace your Product in accordance with the terms of this Limited Warranty. The applicable period for the Limited Warranty begins from the original purchase date of the Product from an authorized retailer.

The main frame of this Product is covered against all manufacturer's defects for a period of ninety (90) days. The battery and charger are covered against manufacturer's defect for a period of ninety (90) days. Components that are subject to wear (please see below for the list) are covered against manufacturer's defect for a period of ninety (90) days.

- Deck lid (rubber components)
- Handlebar Grips
- Front tire
- Rear tire
- Front Fender
- Rear Fender
- Charger port cover

REPLACEMENTS AND REPAIRS

The longer of: (i) the remainder of the original Limited Warranty for the Product; or (ii) 90 days from the consumer's date of receipt of the replacement or repaired Product.

2. Limited Warranty Service Process

If you believe your Product has a defect, please contact CMS at 1- 888-970-0751 or email support@CMSwarranty.com. CMS's technical 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 CMS with (i) the proof of purchase from 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. CMS must receive your defective Product within thirty (30) days from CMS's issuance of an RMA to you. CMS may direct you to a designated third party for warranty repairs.

You must include your defective Product within the CMS-provided or CMS-approved packaging for shipment to CMS. You are responsible for any damages caused by your improper packaging or shipment of the Product to CMS, or risk of loss during transit.

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

For eligible warranty claims, CMS 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 CMS will be retained by, and become the property of CMS. For eligible warranty claims, CMS 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 CMS within the Limited Warranty Period as described above, and CMS must receive your Product in accordance with the Limited Warranty Service Process defined above.
- 3.2 Your Product must be purchased from an authorized reseller of the Product.
- 3.3 You must retain the original purchase receipt and your Limited Warranty, and provide this documentation to CMS to verify your warranty eligibility.
- 3.4 This Limited Warranty describes the service available to you in the event your Product requires warranty service.
- 3.5 Your Product must have the serial number clearly legible, unobscured, uneffaced and unmodified.

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 improper charging, storage, or operation, including, without limitation, 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 CMS.
- 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.
- 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 CMS.

5. Liability Disclaimer and Limitation

CMS 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. CMS 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. CMS 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.

CMS'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 CMS'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

CMS 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 CMS. YOU AGREE THAT YOU MAY ARBITRATE CLAIMS AGAINST CMS 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. CMS REQUIRES THAT YOU ARBITRATE YOUR CLAIMS AGAINST CMS 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 MAGNUSONMOSS 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 email CMS at support@CMSwarranty.com a notice of dispute, at least thirty (30) days in advance of initiating the arbitration. 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 CMS and you do not reach an agreement to resolve the claim within thirty (30) days after CMS receives your notice, you or CMS 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, CMS 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 CMS's subsidiaries and affiliates and any person or entity that licensed, supplied, sold or distributed the Product and each of their officers, employee, 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 CMS 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 e-mail to Optout@CMSwarranty.com. 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, CMS also will not be bound by them.

