

## **X1 Bike Limited Warranty**

This Limited Warranty ("Limited Warranty") applies to hardware products ("Product(s)") sold by X1 Technology LLC ("X1") and its affiliates. X1's warranty obligations are to the original purchaser ("you") only, unless you notify us in writing or by email that ownership has transferred. This Limited Warranty can only be assigned or transferred by informing us in writing. This Limited Warranty is limited to the terms set forth below. This Limited Warranty applies only to Products purchased in the United States, Canada and Mexico.

### **Limited Warranty**

X1 provides the following limited warranty to you if you purchased the Product(s) from X1 on X1's website, [www.x1bike.com](http://www.x1bike.com), or if you purchased the Product(s) from an authorized reseller. Product(s) purchased from other sources are not covered by this Limited Warranty. X1 warrants that the Product(s) will be free from material defects in materials and workmanship under normal use for a period of one (1) year from the date of your purchase ("Warranty Period").

Your sole and exclusive remedies for warranty claims submitted to X1 within the Warranty Period pursuant to this Limited Warranty are as follows:

For all Product(s) that contain or develop material defects in materials or workmanship during the Warranty Period, X1 will, at its sole option, either: (i) repair the Product(s); (ii) replace the Product(s) with a new or refurbished Product(s) (replacement Product(s) being of identical model or functional equivalent); or (iii) provide to you a refund of the price you paid for the Product(s) (excluding taxes and shipping costs). Any Product(s) that are repaired or replaced under this Limited Warranty will have warranty coverage under this Limited Warranty for the longer of: (a) ninety (90) days from the date of repair or replacement; or (b) the remaining original Warranty Period. Replacement parts used in the repair of the Product(s) may be new, equivalent to new, or refurbished.

### **Cancelled Orders**

We do not allow order cancellations of pre-orders/custom builds. If you cancel an order from an inventory purchase prior to shipping, there will be a fee of \$50 per X1 Bike purchased to cover bank and administrative fees. For accessories and smaller orders, the re-stocking fee is 20% of the purchase price. Shipping fees are never refunded.

### **Returns**

We do not allow any returns for any X1 vehicle under any circumstances.

### **Procedure for Making a Limited Warranty Claim**

To make a warranty claim pursuant to this Limited Warranty, you must contact X1 and provide relevant information within the Warranty Period by visiting support at [x1bike.com](http://x1bike.com). The information must include: (1) proof of purchase from X1 or an authorized reseller, (2) a

description of the problem or defect, (3) the date the defect was first discovered, and (4) your address and phone number.

After reviewing your claim, X1 will notify you whether your claim is denied or conditionally accepted, or whether X1 needs additional information. If X1 requests additional information, you must provide the information within 30 days of X1's request or your claim becomes void.

If your claim is conditionally accepted, X1 will send you a Return Merchandise Authorization ("RMA"). You must return the Product(s) to X1 (at the address provided by X1), along with the proof of purchase and the RMA, within 30 days of the date X1 sent you the RMA. If you fail to return the Product(s), proof of purchase, and RMA, along with any other information requested by X1, within this 30-day period, your claim becomes void.

If upon receiving the Product X1 determines that you do not have a valid claim under this Limited Warranty (including, but not limited to, because the Product(s) do not suffer from a defect covered by this Limited Warranty), X1 reserves the right to deny your claim. If X1 accepts your claim, X1 will provide a remedy as described in this Limited Warranty from X1; and (c) return the Product(s) to X1 with proof of purchase from X1 or an authorized reseller as directed by X1 to the address specified by X1 in connection with the RMA.

### **Exclusions**

This Limited Warranty applies only to Product(s) manufactured by or for X1 that are marked with the "X1", "Explorer" or "Electron" trade names or logo and contain a valid X1 serial number. This Limited Warranty is void if the serial number is removed from the Product(s).

This Limited Warranty does not apply to, and specifically excludes, the following: (a) consumable parts, such as batteries, unless the consumable part has been damaged due to a defect in materials or workmanship in a non-consumable part of the Product(s); (b) normal wear and tear and cosmetic damage, including, but not limited to, scratches, dents and broken plastic or metal; (c) defects or damage caused by misuse; accident (including, without limitation, collision, fire, and the spillage of food or liquid); neglect; abuse; alteration; unusual stress; modification; improper or unauthorized repair, installation, wiring, or testing; improper storage; (d) damage caused by operating the Product(s) outside the permitted or intended uses described by X1; (e) damage caused by use with non-X1 products. X1 reserves the right to disable the Product(s) if X1 suspects fraud or if X1 determines that the Product(s) are counterfeit, stolen or lost in shipment.

X1 does not warrant that the operation of the Product(s) will be uninterrupted or error-free. X1 is not responsible for damage arising from failure to follow instructions relating to the use of the Product(s).

### **Limitation of Damages and Implied Warranties**

TO THE FULL EXTENT PERMITTED BY LAW, THIS WARRANTY POLICY DOES NOT COVER, AND X1 IS NOT RESPONSIBLE FOR: (A) SPECIAL, INCIDENTAL OR

CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE, LOSS OF REVENUE, LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS), LOSS OF THE USE OF MONEY, LOSS OF ANTICIPATED SAVINGS, LOSS OF BUSINESS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL, LOSS OF REPUTATION, OR LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR (B) ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED, INCLUDING, BUT NOT LIMITED TO, THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH THE PRODUCT(S) AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT(S). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

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

All implied warranties (including the implied warranties of merchantability and fitness for a particular purpose) are limited in duration to the Warranty Period. All such implied warranties are expressly disclaimed for periods beyond the Warranty Period.

Some jurisdictions do not allow limitations on the duration of an implied warranty, so this limitation may not apply to you.

### **Governing Law**

This Limited Warranty is governed by and construed and enforced in accordance with the laws of the State of Florida, United States, without regard to conflicts of law principles. The parties expressly agree that the provisions of the United Nations Convention on Contracts for the International Sale of Goods will not apply to the Limited Warranty or to their relationship. The parties further agree that all disputes arising under or in connection with this Limited Warranty shall be resolved by final and binding arbitration—the parties expressly waive their right to a jury trial.