

UBCO Warranty Information

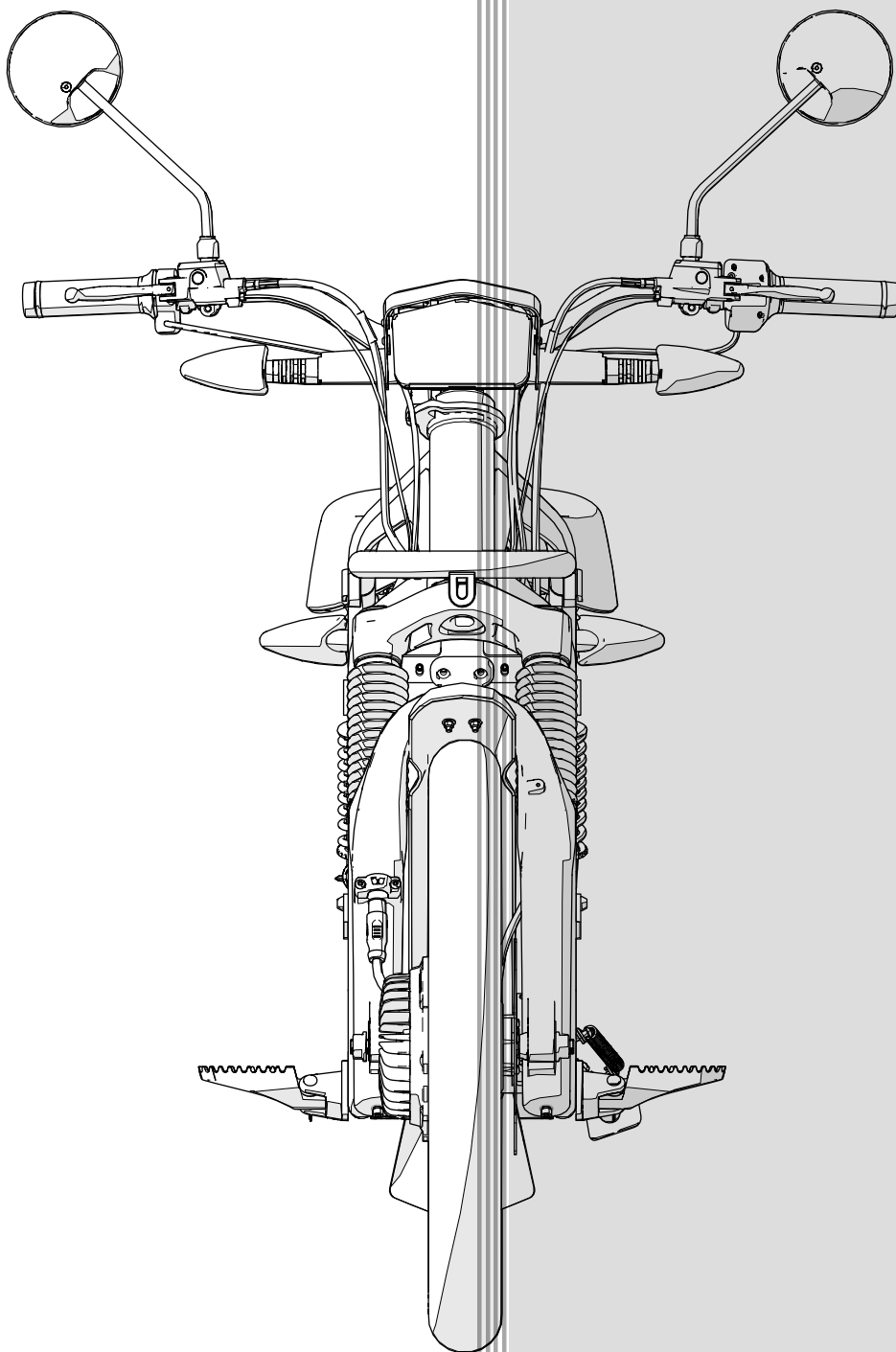


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WARRANTY & LEGAL

This warranty statement applies to all products sold by UBCO Limited (“UBCO”) within the following categories (collectively referred to as the Products):

1. **Utility Electric Vehicles (UEV)** – excluding power supplies.
2. **Power Supplies (KXH Power Supply)** – includes the power supply in your UEV.
3. **Accessories.**

This warranty statement should be read in conjunction with any User Manual supplied by UBCO in relation to the relevant Product. The User Manual will contain more specific and detailed information about the relevant Product, its intended operation and use, maintenance, care, parts, and limitations.

LIMITED WARRANTY

Warranty is a written guarantee by the manufacturer of a product promising to repair or replace parts which have a defect in materials, or workmanship. Limited means the warranty is for a specified period of time and has certain other restrictions.

UBCO warrants to the original retail purchaser that the Products shall be free, under normal use and maintenance, from any defects in material or workmanship for the warranty periods set out below, subject to the qualifications, exclusions, conditions, and limitations set out in this warranty statement. Where warranty conditions are met, defective Products or parts will be repaired or replaced (repair or replacement is at UBCO Limited’s discretion).

At the discretion of UBCO Limited, proof of purchase documents relating to the Product may be required in order to confirm the validity of any submitted warranty claims.

STANDARD WARRANTY PERIODS

1. **UBCO 2X2** – 12 months
2. **UBCO Power Supplies** – 24 months.
3. **Accessories** – 12 months.
4. **Spare Parts** – 6 months.

WARRANTY ACTIVATION PROCESS

In order to activate warranty coverage for UBCO 2X2 products, the following completed forms must be submitted to UBCO at the time of retail sale or at the time of delivery for dealer demo bikes.

1. The [Pre-Delivery Inspection \(PDI\) form](#) is available for download from the Dealer portal
2. [Online Warranty Registration form](#)

If the above information is not received by UBCO at the time of retail sale, the manufacturer's warranty coverage relating to the affected product is deemed invalid.

At the discretion of UBCO Limited, proof of purchase documents relating to the Product may be required in order to confirm the validity of any submitted warranty claims.

WARRANTY START DATE

The warranty coverage begins on the date of retail sale to an end user/consumer except for ex Demo bikes where the warranty coverage begins on the date the bike was supplied for demo purposes. The date should be entered onto the registration form and submitted to UBCO.

WARRANTY TRANSFERABILITY

If an UBCO bike is sold within its original warranty period, the balance of the warranty may be transferred to the new owner. The new owner must complete and return to UBCO a Warranty Transfer Form

UBCO RIGHT TO MAKE CHANGES

UBCO reserves the right to make any changes in design and changes or improvements to an UBCO Product at any time without incurring any obligation with respect to any Product previously ordered, sold, or shipped.

COMMISSIONING BY PURCHASER

If the 2X2 Bike was purchased and shipped directly to the purchaser from UBCO, the Pre-Delivery Inspection will have already been completed by UBCO before shipment and the following steps must be taken by the purchaser.

1. Enrol in and complete the "Your 2X2 Bike Set Up" course on [UBCO University](#).
2. Remove the bike from its original packaging and complete the final set-up following the instructions provided on the poster included with the bike and/or online via UBCO University in step 1.
3. Complete the [Online Register](#) and fill in the Registration Form at the front of the User Manual.

ADDITIONAL INFORMATION

- UBCO's Warranty System strictly operates a "Return-To-Base" system with all return freight at the Dealer/Customer's expense.
- Time allocations for warranty repairs operations are determined by UBCO and include an allowance for the appropriate diagnostic process. It is expected that all Warranty Claims will be made in line with these Time Allocations.

- Claims for additional labour outside of the specified time allocation will be considered for approval on a case-by-case basis and at UBCO Limited's sole discretion.
- UBCO Limited reserve the right to carry out an inspection of any parts or components subject to a warranty claim. If found to be serviceable or subject to damage or misuse, the associated claim may be declined.
- The manufacturer's warranty coverage is only applicable within the country/region of original supply by UBCO LTD. Bikes that are on-sold or transferred outside of the original "supply region" are no longer subject to warranty coverage.

GENERAL EXCLUSIONS

This warranty does not cover:

- Products used other than in accordance with their intended use or the use instructions / parameters set out in the relevant User Manual.
- Products that have been misused, involved in an accident, neglected, or abused.
- Products used for competition including but not limited to racing or trials.
- Products used for rental purposes or any commercial application other than those for which the Product is intended, and which have been specifically approved by UBCO.
- Products that have been improperly assembled, or where repairs have been made other than by an UBCO certified technician.
- Products that have not been maintained or serviced in accordance with the instructions set out in the relevant User Manual.
- Products altered or modified in any way from the manufacturer's specifications.
- Parts requiring replacement or repair as a result of normal wear and tear.
- Pickup or delivery of Products.
- Overtime labour rates.
- Travel time or mileage.
- Natural or accidental calamities.

SPECIFIC CATEGORY EXCLUSIONS

The following exclusions also apply:

UEV Warranty Exclusions:

- The planetary gears are considered a wear and tear item and should be regularly inspected and replaced in the event of wear. Wear is related to the level and type of use. Planetary gears and elements of the motor system are designed to protect the main motor. In extreme stress, they may be damaged in order to protect the motor's integrity.
- Brake pads and brake discs

- Mirrors and foot pegs
- If motor maintenance or repair is performed by a non-UBCO Certified Technician, including if the motor is opened or modified.
- If any of the control system parameters are modified from those issued by UBCO for public release
- If water damage occurs as a result of a UEV being used outside of its intended operation and use. Damage includes but is not limited to the following component groups: the external controls, electrical system, motors, battery connections and bearings.
- If damage is caused by over-torquing, cross threading, or other damage due to attempted repair by unauthorized service personnel.

Power Supply Exclusions:

- If the Power supply is left in a discharged state.
- If the Plug connectors (male and female) have not been cleaned and are exposed to dirt, water, and other environmental contaminants.
- If the case has been opened or tampered with.
- If there has been damage caused to the external case or structure e.g., from dropping or accidents.
- If used with non-approved or un-certified electrical equipment.
- If the Product has been submerged under water.

UBCO AUTHORIZED DEALERS AND CERTIFIED TECHNICIANS

For a list of UBCO Authorized Dealers and Certified Technicians please see our website for a current [Dealer Listing](#).

OWNERS OBLIGATIONS

Where a User Manual is supplied with a Product, the purchaser of the Product and ultimate end user must review the Manual to understand the operations, limitations, maintenance, and care instructions for the Product.

Whilst UEV and Portable Power Supplies have fewer moving parts than a combustion engine vehicle or technology they still require maintenance to ensure continued safe operation. Every Product will need scheduled maintenance and care, to ensure your warranty is maintained. This will increase the Product's lifespan and reduce lifetime maintenance.

It is the Customer's responsibility to maintain the Products in accordance with the instructions provided in the Manual. UBCO recommends you keep records and receipts; you may be asked to prove the maintenance instructions have been followed. It is the Owners responsibility to operate the Products in a safe manner and for the use for which they were designed. If a defect in materials or workmanship occurs, it is the Owners responsibility to cease operation until repairs are made. Damage which occurs from continued operation may not be



covered by this warranty. You should contact your authorized UBCO Dealer or representative immediately so repairs can be made in a timely manner.

RESOLVING WARRANTY CONCERNS

Normally, your warranty concerns can be resolved by your Dealer's Service Department. If the problem is not resolved to your satisfaction, you may want to speak with either the owner or general manager of the dealership or an UBCO representative.

You may also want to contact the UBCO office in your region for assistance. The addresses and area of coverage of each region are shown below. Before contacting, please have the following information ready.

- Your name and contact details including address, phone, and email.
- Model, serial number and date of purchase.
- Detailed description of the problem.
- Details of maintenance performed.

CONSUMER LAW

New Zealand

The Consumer Guarantees Act 1993 ("the Act") may apply to the transaction covered by this warranty. In the event that the Act applies, this warranty is to be considered as an express guarantee for the purposes of the Act. Where the terms of the warranty and the provisions of the Act conflict, the provisions of the Act will prevail. The general exclusion, Limitations and Specific Category exclusions that are contained in this warranty do not in any way restrict or limit any liability that UBCO Limited may have under the Act. However, this warranty and any resultant express guarantee will be subject to the qualifications and limitations of the Act. This warranty in no way limits or affects UBCO Limited's obligations to comply with section 6, 9 or 12 the Act.

Australia

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In the event the Competition and Consumer Act 2010 applies, this warranty is to be considered as an express guarantee for the purposes of the Act. Where the terms of the warranty and the provisions of the Act conflict, the provisions of the Act will prevail.

European Union

Our goods come with guarantees that cannot be excluded under each national legal act (of each member state) which implements the guarantees specified in the Consumer Rights Directive 2011/83/EU. You are entitled to a replacement or refund

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for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Please also be aware that your rights in terms of goods guarantees are limited to only those specified in the above mentioned national legal act and nothing else is contractually implied. The expiration term of these rights shall coincide with the term specified in each national legal act (of each member state). Where the terms of the warranty and the provisions of the national legal act conflict, the provisions of the national legal act will prevail.

United Kingdom

Our goods come with guarantees that cannot be excluded under the Consumer Rights Act 2015. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Please also be aware that your rights in terms of goods guarantees are limited to only those specified in the above-mentioned national legal act and nothing else is contractually implied. Where the terms of the warranty and the provisions of the Act conflict, the provisions of the Act will prevail.

United States

All other conditions or warranties, which might otherwise be implied by statute or common law, are expressly excluded to the maximum extent permitted by law.

MAXIMUM LIABILITY

To the maximum extent permitted by law, UBCO's maximum liability in contract, tort, equity, statute, regulation or otherwise for any loss, damage, or injury directly or indirectly resulting from any defect in, or non-compliance of, or use of, the Product will not in aggregate exceed the price (excluding GST) for the Product that caused the loss, damage or injury.

UBCO Ltd, UBCO Australia Pty/Ltd , UBCO Bikes US, LLC, Utility Bike Company UK, and UBCO Europe ApS, makes no express or implied warranties including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, except as expressly set forth in the above warranty.

UBCO CONTACT DETAILS



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20B Newton Street
Mt Maunganui 3116

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[Support email](#)



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