

Warranty Terms

MOTA® – A Subsidiary of UNorth Inc. (“MOTA®”) warrants that products sold by MOTA® (“New Product”) is free from all material defects in workmanship and materials. For the New Product, all warranties provided by MOTA® and all implied warranties imposed by law are limited to a 1-YEAR period, beginning on the purchase date shown on the New Product’s sales receipt (“Warranty Period”). This 1-YEAR Limited Warranty (“Limited Warranty”) is provided solely for the benefit of the initial purchaser of the New Product (“Purchaser”), and it excludes all 3rd parties, including distributors, dealers, retailers, subsequent owners, and other users of the New Product. This Limited Warranty is not assignable and remains in full force and effect during the Warranty Period, but only if the New Product: (a) has been properly maintained; (b) has not been abused or misused; and (c) has not been repaired, altered, or modified without MOTA®’s approval. This Limited Warranty specifically excludes all taxes, shipping costs, and problems relating to any: (1) repair, alteration, or modification not approved by MOTA® ; (2) abuse or failure to properly maintain the New Product; (3) faulty workmanship by any person, except MOTA® or its approved agent; (4) operation of the New Product, except as specified in its operating manual; (5) ordinary wear and tear; or (6) finish and appearance item. For each claim made under this Limited Warranty (“Claim”), Purchaser must, within 10 days of discovering a New Product problem indicating a breach of this Limited Warranty, deliver to MOTA® a written notice that explains in detail the New Product’s specific defect, that shows proof of Purchaser’s purchase of the New Product before the end of the Warranty Period, and that shows proof that this Limited Warranty applies to the New Product. MOTA® or its agent may investigate any Claim. For each Claim, MOTA® may, in its sole discretion, choose any of the following exclusive remedies: (I) repair or replace the New Product or any part thereof with same or similar Product, without charge to Purchaser, but first Purchaser must return the New Product to MOTA®’s authorized repair facility, pre-paying all shipping charges, and Purchaser must accept the same as repaired or replaced at the facility’s location (i.e., FOB the facility) within 10 days of the date of MOTA®’s completion notice sent to Purchaser, or else MOTA® will deem the New Product abandoned, in which case MOTA® may keep, sell, or otherwise discard it; or (II) refund the New Product’s purchase price to Purchaser. Without paying any amount to Purchaser, MOTA® may keep, sell, or otherwise discard all replaced New Products and parts thereof and all New Products where MOTA® has refunded the purchase price to Purchaser. In repairing or replacing any New Product, MOTA® may, in its sole discretion, use new, used, or reconditioned parts or provide a refurbished used Product as a replacement. In connection therewith, MOTA® warrants that all new, used, or reconditioned parts or refurbished used Products will be free from all material defects in workmanship and materials during the Warranty Period and for a period of up to 90 days thereafter, but only to the extent that such event occurs during the final 90 days of the Warranty Period. MOTA® may, in its sole discretion, (i) establish separate, additional, non-warranty repair and replacement programs for any new or used Product (“Non-Warranty Service Programs”), (ii) the Non-Warranty Service Programs may cover any time period, before or after any Warranty Period has expired, and (iii) charge any amount and impose any term with respect to any Non-Warranty Service Program. For Non-Warranty Service Programs, MOTA® warrants that all new, used, reconditioned, or refurbished parts and Products used to repair or replace any Product will be free from all material defects in workmanship and materials, but only for a limited period of 90 days thereafter. Purchaser acknowledges that used or reconditioned parts may be used to repair any new or used Product, and that a refurbished used Product may be

provided as a replacement for any new or used Product. MOTA® may hire a 3rd party to repair or replace any new or used Product. “Including” means “including, but not limited to.”

THE TERMS IN THIS DOCUMENT ARE THE ONLY TERMS THAT GOVERN MOTA®’S WARRANTY OBLIGATIONS FOR ANY NEW OR USED PRODUCT OR PART THEREOF. NO ORAL OR OTHER WRITTEN TERM APPLIES. THIS DOCUMENT PROVIDES THE EXCLUSIVE REMEDY FOR ALL CLAIMS AGAINST MOTA® WITH RESPECT TO ANY NEW OR USED PRODUCT OR PART THEREOF.

NOTWITHSTANDING ANY PROVISION TO THE CONTRARY IN THIS LIMITED WARRANTY, MOTA® RESERVES THE RIGHT TO MODIFY, AT ANY TIME AND FROM TIME TO TIME IN ITS SOLE DISCRETION, ANY AND ALL TERMS IN THIS LIMITED WARRANTY. EACH SUCH MODIFICATION IS DEEMED EFFECTIVE UPON PUBLICATION ON MOTA®’S WEBSITE OR OTHERWISE.

TO THE EXTENT ALLOWED BY LAW:

MOTA® DISCLAIMS AND PROVIDES THIS LIMITED WARRANTY IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MOTA® IS NOT LIABLE FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, INDIRECT, SPECIAL, LOST PROFITS, OR SIMILAR DAMAGES CLAIMED UNDER ANY STATUTE OR LEGAL OR EQUITABLE THEORY. MOTA®’S TOTAL LIABILITY FOR ALL CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER CLAIMS ARISING FROM OR RELATING TO THIS LIMITED WARRANTY OR ANY PRODUCT OR PART THEREOF IS LIMITED TO \$1,000. SOME STATES DO NOT ALLOW THE LIMITATION OF CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MIGHT NOT APPLY TO PURCHASER. THIS LIMITED WARRANTY GIVES PURCHASER SPECIFIC LEGAL RIGHTS, AND PURCHASER MIGHT HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

FOR PURCHASERS IN CALIFORNIA:

PURCHASER HAS THE RIGHT TO HAVE THE NEW PRODUCT SERVICED AND REPAIRED DURING THE WARRANTY PERIOD. THE WARRANTY PERIOD WILL BE EXTENDED FOR THE NUMBER OF WHOLE DAYS THAT THE NEW PRODUCT HAS BEEN OUT OF PURCHASER’S HANDS FOR WARRANTY REPAIRS. IF A DEFECT EXISTS DURING THE WARRANTY PERIOD, THIS LIMITED WARRANTY WILL NOT EXPIRE UNTIL THE DEFECT HAS BEEN FIXED. IF ANY WARRANTY REPAIR HAS BEEN DELAYED BECAUSE OF CIRCUMSTANCES BEYOND PURCHASER’S CONTROL, OR IF ANY WARRANTY REPAIR DID NOT REMEDY A DEFECT AND PURCHASER NOTIFIES MOTA® OF SUCH FAILURE WITHIN 10 DAYS AFTER THE REPAIR, THE WARRANTY PERIOD WILL BE EXTENDED FOR A PERIOD EQUAL TO THE DURATION OF THE DELAY. IF, AFTER A REASONABLE NUMBER OF ATTEMPTS, THE DEFECT REMAINS UNFIXED, PURCHASER MAY RETURN THE NEW PRODUCT FOR REPLACEMENT OR REFUND, SUBJECT TO A REASONABLE DEDUCTION FOR PURCHASER’S USE OF THE NEW PRODUCT. ANY EXTENSION OF

THE WARRANTY PERIOD DOES NOT AFFECT ANY PROTECTION OR REMEDY
AVAILABLE TO PURCHASER UNDER APPLICABLE LAW.

GOVERNING LAW: This non-transferable limited warranty shall be governed by the law of the State of California, U.S.A., and by the laws of the United States of America, excluding their conflicts of laws principles. Furthermore, the United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this non-transferable limited warranty. Jurisdiction and venue shall be exclusive to the courts of Santa Clara County, California.

Warranty service conditions are subject to change without notice. Please refer regularly to the latest warranty terms and conditions, and additional information regarding MOTA's Limited Warranty, at www.mota.com or its related brands / products.

For more information please visit www.mota.com/support/.

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Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.