

GENZE 200-Series e-Bike LIMITED WARRANTY

Mahindra Tractor Assembly Inc. d/b/a Mahindra GenZe (hereinafter “GenZe”) provides the following limited product and performance warranties (the “Warranty”) to each GenZe electric bicycle (“e-bike”) original retail purchaser (Purchaser), when purchased directly from GenZe, or an authorized retailer, that the e-bike is complete and that the functional parts will be free of defects for the periods and under the terms indicated below.

It is important that you register your new bicycle within 30 days after purchase in order to activate the warranty and provide a record of the serial number of your bike.

Warranty Period

- This Warranty begins on the first day you, as a retail purchaser, take possession, or register your e-bike (whichever is earlier). The Warranty period is for two (2) years, or 1800 miles, on the frame and motor, and two (2) years, or 1800 miles on the battery.
- Parts repaired or replaced under this Warranty are covered only until the Warranty period ends, or as otherwise provided by applicable law

Extension of Warranty

Additional plans cannot be purchased to extend coverage.

Transferrable Warranty

- The Warranty stays with the e-bike with which it was originally purchased and assigned to the original owner of record, as documented on the product registration card.
- The Warranty cannot be transferred to another e-bike, or to subsequent owners.
- Customer and the subsequent owner of the e-bike agree to hold GenZe harmless and indemnify it from and against any claim or loss asserted by Customer and any subsequent owners as it relates to any claims of ownership of the e-bike.

Obtaining Warranty Service

In order to obtain Warranty service, call 1-855-GO GENZE (1-855-464-3693), or take your e-bike (at your discretion) to an authorized GenZe retailer and/or GenZe Technical Center for diagnosis. Proof-of-purchase must be provided. A GenZe Service Technician will determine if you have an issue that is covered by the Warranty.

Only GenZe Service Personnel and third parties, authorized via written pre-authorization from GenZe, are able to offer Warranty service.

If you require service while in an area not serviced by an authorized GenZe Service representative, you must call GenZe to coordinate service, at the discretion of GenZe Technical Service. In this case, The customer (original purchaser) is responsible for the return of the e-bike, or defective parts /components in question, to Genze for warranty work and for the costs associated with shipping and insuring the Bicycle/component(s) when returning them. If GenZe's authorized qualified technicians determine a warranty claim is valid and conforms with this warranty, Genze will repair or replace component(s), including materials and labor. For valid warranty claims, GenZe will reimburse the original retail Purchaser for shipping and insurance costs incurred as a result of returning the Bicycle to GenZe for warranty work at standard ground shipping rates, and GenZe will pay for shipping costs to return the Bicycle to the original retail Purchaser.

A GenZe Technical Service Representative must confirm all special-case exemptions to the Warranty policies in writing. Verbal statements will not be treated as authorized or as a binding agreement.

We request that you have your e-bike serviced at a GenZe Technical Service Center. If you decide to maintain it yourself, or have it maintained/serviced by an independent repair facility, we recommend using genuine GenZe parts. Be aware, however, that service performed independently from GenZe may result in the voidance of the Warranty, if not authorized, in writing, in advance.

Maintenance Exclusion

Regular and routine maintenance is not included with the GenZe e-bike. These expenses are the Customer's responsibility.

Recommended Maintenance Schedule

Please see the maintenance section of your Owner's Manual. The recommended maintenance detailed in the maintenance section is based on average riding conditions. More frequent service may be necessary if you ride in unusually wet, salty or dusty areas or often over rough pavement.

No Deductible

There is no deductible required for repairs covered under the Warranty.

Genuine GenZe Replacement Parts

Warranty repairs are to be performed by GenZe Trained Technicians who use only genuine GenZe parts. This will insure that your e-bike is returned to the level of performance you experienced before the problem occurred.

Warranty repairs may be completed using genuine GenZe reconditioned parts. These parts, as with parts used on all Warranty repairs, are covered only until the warranty period ends, or as otherwise provided by applicable law.

Covered Items

The Warranty covers the repair or replacement, at GenZe's option, of any part that is defective in material or factory workmanship under normal use for the applicable Warranty period. Regular required maintenance or replacement of expendable maintenance items are not covered by the Warranty.

Covered items include, but may not be limited to

- Frame, Battery, Controller, Torque Sensor, Charger, Display and Drivetrain/Motor Assembly – are warranted to be free from defects in material or workmanship for a period of two years (or 1800 miles), from purchase.

Extent of Coverage

GenZe may change or improve the design of any GenZe e-bike, battery pack, or any other GenZe parts at any time, without assuming any obligation to modify any GenZe e-bike or other products previously manufactured or sold.

Battery Warranty

The battery on the e-bike is warranted for two (2) years, or 1800 miles. The terms of this battery warranty are set forth in this Section.

If your battery requires Warranty service, GenZe will (at its sole discretion) repair, or replace the battery, or replace it with a factory-reconditioned battery that has an energy capacity equal to, or better than, that of the original battery when the failure occurred.

Due to the battery chemistry, there is a normal, expected reduction in range/capacity that battery packs can yield over time and usage. Depending on use and storage conditions, battery capacity (and resultant range) will diminish during the duration of this Warranty period. GenZe will only repair or replace a battery pack that exhibits a nominal storage capacity reduction of greater than 20% of the published nominal capacity, as measured by an authorized GenZe Technician during the Warranty period.

What your e-bike and Battery Warranties do not Cover

The following are not included as part of the Warranty:

- Official GenZe Accessories, tires and apparel which may be covered under their own warranties (if applicable).
- The cost of parts and labor involved in any routine care and maintenance and/or the replacement of parts due to normal wear and tear, use, or deterioration, including but not limited to: tires, brake pads and rotors, fork seals, grips and the seat seating surfaces.
- The replacement of brake pads.
- Any cosmetic concerns that arise as a result of accidents, environmental conditions (including acid rain, volcanic ash, sea salt, bird droppings, hail and/or UV exposure), owner misuse, overloading, use as a tow vehicle, lack of routine care and maintenance, and/or other improper use.
- Damage, malfunctions, or performance problems caused by aftermarket accessories installed on a GenZe e-bike by someone other than an authorized GenZe Technician.
- Damage, malfunctions, or performance problems caused by any modification of the e-bike or the improper repair or installation of any parts not sold or approved by GenZe.
- Damage, malfunctions, or performance problems caused by fire, collision, accident, or improper storage.

Customer responsibilities

As the owner of an e-bike covered by this Warranty, it is your responsibility to read, understand and comply with the Owner's Manual, this Warranty and all product warnings before operating your e-bikes. Serious injury or death can result from improper operation or failure to observe warnings and safety instructions on any e-bike.

You must obtain written authorization from a GenZe Technical Service Representative to have Warranty or service work performed by a third party repair facility.

Further, it is the Customer's Responsibility to:

- Perform all appropriate and recommended routine care and maintenance as outlined in the Owner's Manual.
- Learn and obey all federal, state, and local laws governing the operation of the e-bike as required where you live and operate the e-bike.
- Wear proper safety equipment and clothing at all times when operating the e-bike, including, but not limited to, helmet and appropriate footwear.
- Further, this Warranty only covers the e-bike if operated according to "proper use" and

under normal operating conditions.

- "Proper use" means only the use of the e-bike in the manner intended, and/or described in the Owner's Manual and on-product labels.
- "Proper use" also means abiding by all applicable local laws and regulations.
- "Proper use" also means recharging the battery, whether in storage or regular use, at least every thirty (30) days.
- "Proper Use" also assumes that this e-bike is being used as a personal transportation conveyance and not as a commercial or shared-use e-bike.

Voiding the Warranty

- The Warranty will be voided with avoidable, continued operation of the e-bike after an error code appears on the on-board display, or other reasonable indication of product fault, which may indicate a serious mechanical or operational problem.
- E-bikes severely damaged or declared to be a total loss by an insurer, or e-bikes substantially reassembled from or repaired with parts obtained from another used e-bike, will not be covered under this Warranty.
- Subjecting the e-bike to flood water, windstorms, hailstorms or other similar occurrences will void the Warranty.
- Immersion of the e-bike in any liquid medium will void the Warranty.
- Attempting to alter the programming of any GenZe electronic system will void the Warranty.

Warranty Voidance Specific to the Battery

In addition to the actions set forth above which will void the Warranty, the battery warranty will be voided in the event the following actions occur:

- Damage resulting from intentional abuse (including intentionally ignoring active and reasonable indications of product fault), a collision or accident, or opening of the battery case by non-GenZe personnel, will void the Warranty.
- The battery warranty does not include damage from power surges, use of improper charger, water damage, improper maintenance or other such misuse, or normal wear.
- Exposing the battery to direct flame or the immersion of the battery in any liquid medium will void the Warranty.
- Dropping the battery onto hard surfaces, sufficient to crack the outer casing will void the Warranty. If you drop the battery and the outer casing does not crack, you should contact GenZe to have the battery inspected.

MISCELLANEOUS Disclaimers

THIS WARRANTY DOES NOT COVER NORMAL WEAR AND TEAR, SHIPPING DAMAGE, UNAUTHORIZED ALTERATIONS, MODIFICATIONS, ACCIDENTAL DAMAGE AND DAMAGE FROM MISUSE OR NEGLIGENCE. EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW AND THE LIMITED PRODUCT AND PERFORMANCE WARRANTIES INCLUDED ABOVE, THE FOREGOING REMEDIES STATE GENZE'S SOLE AND EXCLUSIVE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES. THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION AND ALL OTHER WARRANTIES OR OBLIGATIONS ON THE PART OF GENZE. SOME JURISDICTIONS LIMIT OR PROHIBIT DISCLAIMERS OF WARRANTY, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH LIMITATIONS OR PROHIBITIONS APPLY.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GENZE HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE E-BIKE OR ANY OF GENZE'S OTHER PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER

NO CIRCUMSTANCES SHALL GENZE BE LIABLE TO CUSTOMER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER CUSTOMER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE E-BIKE OR ANY OF GENZE'S OTHER PRODUCTS, EVEN IF GENZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GENZE'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO GENZE BY CUSTOMER FOR THE E-BIKE AND OTHER PRODUCTS. CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE E-BIKE AND OTHER PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY. SOME JURISDICTIONS MAY LIMIT OR PROHIBIT THE LIMITATION OR EXCLUSION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE EXTENT SUCH LIMITATIONS OR PROHIBITIONS APPLY.

Governing Law and Arbitration

This Warranty shall be interpreted under, and governed by, the laws of the State of Michigan, without regard to the conflict of laws principles.

Either GenZe or Customer may elect to have any dispute, claim or controversy arising out of or related to the e-bike or use of the e-bike or arising out of or related to this Warranty, including any alleged breach hereof, or any matter governed by this Warranty (collectively, a "Dispute") resolved through binding arbitration by providing prompt written notice of such election to the other. Upon such election, all such Disputes will be settled exclusively by arbitration with a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The arbitration hearing shall take place in Ann Arbor, Michigan. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will have the power to render equitable relief as well as monetary damages but shall not have the power to award consequential, punitive, exemplary damages or any other form of relief precluded under the provisions of this Warranty. The arbitrator will have the power to award reasonable fees and expenses in accordance with the Rules.

CUSTOMER UNDERSTANDS AND AGREES THAT, IF EITHER CUSTOMER OR GENZE ELECTS TO ARBITRATE A DISPUTE OR CLAIM, THIS ARBITRATION SECTION PRECLUDES CUSTOMER AND GENZE FROM HAVING A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES OR CLAIMS THROUGH A COURT, TO BRING A CLAIM AS A PURPORTED CLASS ACTION, OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS. ALL DISPUTES AND CLAIMS MUST BE RESOLVED AS AN INDIVIDUAL ACTION, NOT AS A CLASS ACTION, THROUGH ARBITRATION IF CUSTOMER OR GENZE ELECT TO ARBITRATE.

Subject to the arbitration provisions above, Customer irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan in any Dispute, and hereby irrevocably agrees that all claims in respect of such Dispute may be heard and determined in such state or federal court.

Customer agrees that regardless of any statute of law to the contrary, any claim or cause of action Customer may have that arises out of or is related to this Warranty, the e-bike or to GenZe must be filed within one (1) year after such claim or cause of action arose. If Customer fails to timely file such claim or cause of action, Customer shall be forever barred from bringing such claim or action against GenZe.

