



LIMITED WARRANTY

GENZE Electric Bikes
March, 2017

Mahindra Tractor Assembly Inc. d/b/a Mahindra GenZe (hereinafter "GenZe") warrants to the original owner of each of its GenZe Electric Bikes (hereinafter "e-bikes"), when purchased directly from GenZe, or an authorized retailer, that the product is complete and that the functional parts will be free of defects for the periods and under the terms indicated below.

Warranty:

1. A twenty-four (24) month or 500 life cycles, whichever comes first, for the GenZe e-bike battery from the date of purchase by original owner. Like any rechargeable battery, your GenZe e-bike's rechargeable battery pack will experience a decrease in capacity over time as it is subjected to charge and discharge cycles. GenZe warrants that your battery pack will maintain 70% or higher capacity for at least 500 charge cycles or two years, whichever comes first. The battery warranty does not include damage from power surges, use of improper charger, water damage, improper maintenance, or such other misuse or normal wear.
2. An eighteen (18) month or 1800 miles, whichever comes first, from date of delivery to the original owner for all other parts, excluding wear and tear on tires, tubes, rims, spokes, brake pads, cables, chain, freewheel, grips and saddle.

Terms and Conditions of Warranty:

1. The warranty is made to the original owner only and is non-transferrable. It is only effective with a valid proof of purchase consisting of the original purchase document or receipt indicating the date of purchase, the serial number, the dealer's name (if applicable) and the designation of the model. GenZe reserves the right to reject the coverage of this warranty if the accompanying documentation of GenZe components is not accurate or complete.
2. The Warranty becomes effective from the date of original purchase and expires at the end of the applicable warranty period.
3. Warranty is void if the care instructions in the owner's manual (whether provided with sale or posted on the GenZe web site), and any amendments thereto, are not followed.
4. This warranty does not apply to rental or commercial use of the product.
4. This warranty exclusively covers systems and components provided by GenZe. The use of spare parts from unknown sources, for example, replacement parts from third parties, is strictly prohibited.
5. Warranty repairs must be exclusively performed by GenZe or an authorized GenZe dealer.
6. Return to GenZe or a GenZe authorized technical service center will be required for warranty inspection.
7. This warranty only covers defective materials and manufacturing defects.
In the case of a warranty claim, GenZe undertakes to either repair faulty system components and/or to replace such components, at the discretion of GenZe.

Upon identifying a fault with a GenZe e-bike, the owner must contact the Company or a local authorized GenZe dealer to initiate the warranty process. Any component to be repaired under this warranty must be transported to the dealer at owner's own expense and risk, and, after the completion of such repair, must be picked up at the dealer.

Costs for repair work performed in advance by persons who have not been authorized by GenZe will not be reimbursed. In such a case, any warranty claim will cease and any remaining warranty period will be voided.

Repair work and/or replacement of components during the warranty period does not lead to an extension and/or a new start of the warranty period. Repair work and direct replacement during the warranty period may be performed with functionally equivalent replacement components.

This warranty excludes any claims as to the reimbursement of property damages, downtimes, travel expenses, lost profit or any other claims. GenZe maximum liability in connection with this warranty is limited to the purchase price of the product.



Exclusions – Items not covered under Warranty

1. External influences, particularly falling rocks, collision, accident and other external events with an immediate external effect due to mechanical powers.
2. Purposeful and/or malevolent acts, theft and robbery as well as natural hazard events and/or acts of mischief. Inappropriate use, e.g. the product was exposed to liquids, chemicals of any type and/or extreme temperatures, wetness and humidity and/or if the battery suffers damages due to non-compliance with the special instructions set forth in the chapter "Handling and Charging of the Battery". Inappropriate use includes use of the product for stunts, jumps and/or riding with more than one person.
3. Overcharging the battery or not adhering to the Battery Care Instructions (whether provided with sale or posted on the GenZe web site), and any amendments thereto.
4. In the case of test, maintenance, repair and replacement work due to normal use.
5. If the model, serial or product number on GenZe product has been changed, deleted, blurred or removed. The seal and/or the serial number decal on the battery housing has been broken or obviously manipulated.
6. In the case of use of the battery in systems that are not approved for such use with this particular product.
7. In the case of the operation of the GenZe system with batteries other than the batteries designed for the GenZe system (refer to owner's manual).
8. If one or more than one GenZe part has been opened, altered or repainted.
9. If GenZe concludes that there has been a case of modification or tampering with firmware.
10. If the Product is sold, gifted, or rented.

LABOR COST OF REPAIRS:

The remedy under warranty is the repair or replacement of defective components and parts only. This warranty does not cover the required labor cost of repairs from non-authorized parties and GenZe reserves the right to withhold coverage of labor costs at its sole discretion.

DISCLAIMER:

THIS LIMITED WARRANTY SETS OUT THE FULL EXTENT OF GENZE'S RESPONSIBILITIES, AND THE EXCLUSIVE REMEDY REGARDING THE PRODUCTS. ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL GENZE BE LIABLE FOR DAMAGES IN EXCESS OF THE PURCHASE PRICE OF THE PRODUCT.

GENZE MAKES NO WARRANTIES OR REPRESENTATIONS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, AS TO THE QUALITY, CAPABILITIES, OPERATIONS, PERFORMANCE OR SUITABILITY OF ANY THIRD PARTY SOFTWARE OR EQUIPMENT USED IN CONJUNCTION WITH THE PRODUCT, OR THE ABILITY TO INTEGRATE ANY SUCH SOFTWARE OR EQUIPMENT WITH THE PRODUCT, WHETHER SUCH THIRD PARTY SOFTWARE OR EQUIPMENT IS INCLUDED WITH THE PRODUCT SOLD BY GENZE OR OTHERWISE.

GENZE IS NOT RESPONSIBLE FOR DIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR PERSONAL INJURY, PROPERTY DAMAGE, OR ECONOMIC LOSSES BASED ON CONTRACT, NEGLIGENCE, OR PRODUCT LIABILITY IN ALL STATES THAT ALLOW EXCLUSION OF LIMITATION OF DAMAGES. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND THOSE RIGHTS MAY VARY FROM PLACE TO PLACE. THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.

THIS WARRANTY DOES NOT COVER NORMAL WEAR AND TEAR, SHIPPING DAMAGE, UNAUTHORIZED ALTERATIONS, MODIFICATIONS, ACCIDENTAL DAMAGE AND DAMAGE FROM MISUSE OR NEGLIGENCE.

No agent, employee, dealer, representative or reseller is authorized to modify or extend this Limited Warranty or to make binding representations or claims, whether in advertising, presentations, or otherwise, on behalf of GenZe regarding the Products or this Limited Warranty.