



MOGOBIKE One (1) Year Limited Warranty - U.S.

HOW LONG IS THE WARRANTY PERIOD?

FTR Systems' warranty obligations are limited to the terms set forth below: FTR Systems as defined below warrants this FTR-branded product against defects in materials and workmanship under normal use for a period of ONE (1) YEAR from the date of retail purchase by the original end-user purchaser ("Warranty Period").

The limited warranty is effective for one year following the date of purchase. FTR Systems warrants the product against manufacture design and defect.

The manufacturer is not responsible for damage or part failure due to normal wear-and-tear or misuse of the product.

WHAT DOES THE WARRANTY COVER?

The following is covered under the terms of the limited warranty:

- YEAR 1: motors, electronics, battery, and mechanical parts.

WHAT WILL FTR SYSTEMS DO TO CORRECT PROBLEMS?

If a defect arises and a valid claim is received within the Warranty Period, at its option, FTR Systems will either

1. Send parts for replacement at no charge; or
2. Repair the defect at no charge, using new or refurbished replacement parts in cases where service work is required and performed by FTR Systems.

FTR Systems may request that you replace defective parts with new or refurbished user-installable parts that FTR Systems provides in fulfillment of its warranty obligation. A replacement product or part, including a user installable part that has been installed in accordance with instructions provided by FTR Systems, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever provides longer coverage to the customer. When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes FTR Systems' property. Parts provided by FTR Systems in fulfillment of its warranty obligation must be used in products for which warranty service is claimed.

WHAT MUST YOU DO TO KEEP YOUR WARRANTY IN EFFECT?

Customers are encouraged to visit www.mogobike.com to register their product for warranty. Customers should follow a regular maintenance program to keep their unit in top performance. Refer to maintenance and care documents provided by FTR Systems.

Customers should follow recommended use guidelines when using the product. Using the product in areas or in a manner not defined as normal operating standards for the product can void any future warranty claims.

Maintain sufficient charging on the battery at all times. Charge battery using supplied charger for product.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to products manufactured by or for FTR Systems that can be identified by the "FTR" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-FTR products or any software, even if packaged or sold with FTR Systems.

Manufacturers, suppliers or publishers, other than FTR Systems, may provide their own warranties to the end user purchaser, but FTR Systems, in so far as permitted by law, provides their products "as is". Software distributed by FTR Systems with or without the FTR Systems' brand name (including, but not limited to system software) is not covered under this Limited Warranty. Refer to the licensing agreement accompanying the software for details of your rights with respect to its use.

FTR Systems does not warrant that the operation of the product will be uninterrupted or error-free. FTR Systems is not responsible for damage arising from failure to follow instructions relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-FTR Systems products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by FTR Systems; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of FTR Systems or an FTR Systems Authorized Service Provider; (e) to a product or part that has been modified to significantly alter functionality or capability without the written permission of FTR Systems; (f) to consumable parts, such as batteries, unless damage has occurred due to a defect in materials or workmanship; or (g) if any FTR Systems serial number has been removed or defaced.

Service areas. Customers that move their unit outside of defined service areas will be responsible for any shipping charges and related fees to and from their present location. For example, if a customer takes their unit outside of the U.S. and needs service, the customer will need to ship the unit to FTR Systems for service and pay for the return shipping to their new location. FTR Systems is not responsible for any shipping, taxes or duties levied as a result of shipping to or from a location outside of defined service areas.

Transfer of property. When a unit is resold, the remaining time on the warranty is transferred to the buyer. Warranties are not extended due to resale. The buyer assumes full rights regarding the warranty as defined in this document.

Extended warranties. FTR Systems does not provide extended warranties for this product.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, FTR SYSTEMS SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF FTR SYSTEMS CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY FTR SYSTEMS IN ITS SOLE DISCRETION. NO FTR SYSTEMS' RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION OR ADDITION TO THIS WARRANTY.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, FTR SYSTEMS IS NOT RESPONSIBLE FOR DIRECT, 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; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH FTR PRODUCTS AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS.

FTR SYSTEMS' WARRANTY OBLIGATION

FTR Systems will facilitate shipping to and from its service center within the U.S. contiguous states. Service requests from Alaska, Hawaii or U.S. Territories remain eligible for service, but customer will need to facilitate shipping unit to and from FTR Systems.

For service work or parts not covered under warranty, FTR Systems will provide a detailed quote for repair and service of unit prior to doing any service work. In instances where required service work may exceed original estimate, FTR Systems will contact customer and provide updated quote of service work needed.

OBTAINING WARRANTY SERVICE

Please access and review the online help resources referred to in the documentation accompanying this product before requesting warranty service. If the product is still not functioning properly after making use of these resources, please contact the FTR Systems representatives or, if applicable, an FTR Systems Authorized Service Provider using the information provided in the documentation. An FTR Systems' representative or FTR Systems' Authorized Service Provider will help determine whether your product requires service and, if it does, will inform you how FTR Systems will provide it. FTR Systems or its FTR Systems Authorized Service Providers will provide warranty service on products that are tendered or presented for service during the Warranty Period, as permitted by law.

FTR Systems may require that you furnish proof of purchase details and/or comply with registration requirements before receiving warranty service. Please refer to the accompanying documentation for more details on this and other matters on obtaining warranty service.