

URBAN MOBILITY EUROPE B.V.  
Nieuwe havenweg 55  
1216BN Hilversum  
The Netherlands

## **LIMITED WARRANTY STATEMENT**

This limited warranty shall apply to all products of Urban Mobility Europe B.V. ("UME") sold under the UME brand 'Qugo' ("Product"). UME warrants that the Product is at the time of its original purchase free of defects in materials and workmanship ("Limited Warranty") as detailed below. THIS LIMITED WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.

### **This Limited Warranty is subject to the following terms and conditions:**

1. This Limited Warranty is given only to the original purchaser of the product ("Customer"). This Limited Warranty shall neither exclude nor limit
  - a) any statutory rights of the Customer; or
  - b) any of the Customer's rights against the seller/dealer of the Product.
2. This Limited Warranty shall last for twelve (12) months from the initial purchase date or until the Product has an odometer reading of 10.000 kilometers or more, whichever is earlier ("Warranty Period").

The Limited Warranty is only valid and enforceable if Customer fills in and returns the Warranty Certificate provided by UME to UME via the address mentioned thereon within three (3) months from the original purchase date.

Customer shall present the PROOF OF PURCHASE upon claiming this Limited Warranty. This Limited Warranty is only valid and enforceable in the countries where the Product is sold. Warranty service availability, response times and handling charges may vary from country to country and may also be subject to a registration requirement in the country of purchase.

3. Throughout the Warranty Period an UME authorized dealer will, at its discretion, without charge and subject to Clause 5 repair or replace a defective Product. Repair or replacement may involve the use of functionally equivalent reconditioned unit. The UME authorized dealer will return the repaired Product or replaced with another functional equivalent Product to the Customer in good working condition. All replaced faulty parts or components will become the property of UME.
4. If an UME authorized dealer repairs or replaces the Product, the repaired or replaced Product shall continue to be warranted for the remaining time of the original Warranty Period or for three (3) months from the date of repair or replacement, whichever is longer.

5. THIS LIMITED WARRANTY SHALL NOT APPLY IN ANY OF THE FOLLOWING CASES:

- If the Product is returned for a warranty claim without presenting the proof of purchase
- If the defect was caused through any of the following:
  - a) deterioration of the Product due to normal wear and tear;
  - b) any degradation of the battery capacity
  - c) use other than in accordance with the user manual (i.e. the intended use);
  - d) rough handling, tampering, exposure to moisture, dampness or extreme thermal or environmental conditions or a rapid change in such conditions, corrosion, oxidation, (chemical) cleansing;
  - e) unauthorized modifications or connections, unauthorized opening or repair, repair by use of unauthorized spare parts;
  - f) all external causes such as accidents, forces of nature, or other actions beyond the reasonable control of UME (including but not limited to deficiencies in consumable parts), unless the defect was caused directly by defects in materials or workmanship;
  - g) the defect was caused by the fact that the Product was used with or connected to a device not approved or provided by UME or used in other than its intended use and where it can be shown by UME that such defect is not the fault of the Product itself.
- This Limited Warranty does not cover physical damage to the surface of the Product including but not limited to cracks or scratches of the Product.

6. If the Product has been re-exported from its original destination country to another country, the Product may contain country specific elements that are not considered to be a defect under this Limited Warranty.

ANY CLAIM UNDER THIS LIMITED WARRANTY IS SUBJECT TO YOU NOTIFYING AN UME AUTHORIZED DEALER OF THE ALLEGED DEFECT WITHIN A REASONABLE TIME OF IT HAVING COME TO YOUR ATTENTION AND IN ANY EVENT NO LATER THAN BEFORE THE EXPIRY OF THE WARRANTY PERIOD.

7. In the event of Product failure, the Customer shall take the following actions:

- a) Refer to the user manual in order to identify and possibly correct the problem.
- b) If the problem cannot be resolved by reference to the user manual the Customer should then contact the dealer where such Product was purchased or visit your local Qugo website for further information:
- c) Before the Customer contacts an UME authorized dealer, please ensure the following Information is at hand
  - The model number of the Product.
  - The Customer's full address and contact information.
  - A copy of the Customer's original invoice, receipt/bill of the sale, or the proof of the purchase of the Product.

Please also ensure that the Warranty Certificate is or was filled in at [www.qugo.nl](http://www.qugo.nl) within 3 months after the purchase date.

Customer is responsible to return the defective Product to the UME authorized dealer it purchased the Product from. The UME dealer will provide the Customer with instructions regarding how and when the defective Product should be returned.

8. THIS LIMITED WARRANTY STATES THE ENTIRE WARRANTY GIVEN BY UME TO THE CUSTOMER.

IN NO EVENT SHALL UME BE LIABLE UNDER THIS LIMITED WARRANTY FOR LOSS OF PROFIT, LOSS OF ANTICIPATED SAVINGS, LOSS OF DATA, DIRECTLY OR INDIRECTLY, LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT, INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES OF ANY NATURE WHATSOEVER TO THE FULLEST EXTENT THAT THOSE LOSSES OR DAMAGES CAN BE DISCLAIMED BY LAW.

IN ANY CASE UME AND ITS SUPPLIERS ENTIRE LIABILITY UNDER ANY PROVISION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE AMOUNT ACTUALLY PAID BY THE CUSTOMER FOR THE PRODUCT.

UME does not exclude or limit liability for personal injury or death resulting from its own negligence, for defects in the Product arising out of its or its manufacturers' negligence, under applicable mandatory laws.

THE LAWS OF SOME COUNTRIES SAY THAT UME CANNOT EXCLUDE OR LIMIT CERTAIN OF ITS LIABILITY TO YOU. WHERE THAT IS THE CASE, THE EXCLUSIONS AND LIMITATIONS OF LIABILITY IN THIS LIMITED WARRANTY WILL NOT APPLY.

This warranty gives the Customer specific legal rights; the Customer may also have other rights, which may vary from country to country.

This Limited Warranty does not affect the Customers statutory rights in law specific to the country of purchase, such rights remain protected.

This Limited Warranty will be updated by UME from time to time. Please visit your local Qugo website to obtain the latest version of the Limited Warranty for the Product.

UME's local service provider can be found at your local Qugo website.