

Vinci Motorbike Limited Warranty

Congratulations on your purchase of a Vinci Motorbike, a product proudly brought to you by Pramash Bikes Inc. ("Pramash Bikes," "us," "we," or "our"). We are committed to providing you with a superior riding experience and offer this Limited Warranty to the original retail purchaser of the Vinci Motorbike:

1) Warranty Coverage:

Pramash Bikes warrants to the original retail purchaser of the Vinci Motorbike that:

- a) The frame, fork, saddle(seat) and electronics of the bike will be free from defects in material and workmanship under normal use and service for one (1) year from the date of delivery.
- b) The battery will be free from defects in material and workmanship under normal use and service for two (2) years from the date of delivery or 500 life cycles, whichever comes first.

This Limited Warranty covers the above mentioned defects present at the time of delivery and includes the battery, motor, controller, display, and sensors. Please note that, like any rechargeable battery, the capacity of the Vinci Motorbike rechargeable battery pack may decrease over time with charge and discharge cycles. We guarantee that your battery pack will maintain 70% or higher capacity for at least 500 charge cycles or two years, whichever comes first. However, the battery warranty does not cover damage from power surges, use of an improper charger, water damage, improper maintenance, or any other misuse or normal wear. This warranty is valid only for the first buyer, and any other remedy, such as compensation for damages or loss of use, is excluded. The warranty period cannot be extended by granting an additional warranty.

2) Remedies:

If you, as the original retail purchaser, notify Pramash Bikes, the authorized dealer, or the retail location from where the bike was purchased of a warranty claim within the applicable warranty period mentioned above, we will evaluate the claim. You will be responsible for shipping the bike to the location designated by Pramash Bikes. If we determine that the defective part is covered by the Limited Warranty, Pramash Bikes will replace or repair the defective part at our sole discretion, free of charge, and reimburse the shipping cost incurred by you. However, if the defective part is not covered by the Limited Warranty, Pramash Bikes will repair or replace the part at your cost, and you will also be responsible for the shipping costs.

3) Requirements for Warranty Coverage:

To avail of this Limited Warranty, the following conditions must be met:

- a) The original purchaser provides proof of purchase from Pramash Bikes or one of its authorized dealers or distributors.

- b) The person seeking warranty coverage is the original and first owner of the bike (warranty is not transferable in case of a re-sale).
- c) The bike was used in accordance with its intended purpose. The Vinci Motorbike is intended for use on paved roads.
- d) The electronics, including connectors and cables, have not been repaired or modified unless authorized and performed by Pramash bikes.
- e) The total weight of the rider and any cargo does not exceed 300 lbs at any time.
- f) The rider and purchaser are 18 years of age or over and possess the legal capacity and authority to purchase and ride an eBike.

4) Exclusions:

This Limited Warranty does not cover the following:

- a) Normal wear and tear of the product.
- b) Damage or failure from abuse, neglect, misuse, or accident.
- c) Damage from off-road or stunt riding, ramp jumping, acrobatics, or similar activities, or any activity not consistent with the intended use of the bike.
- d) Damages resulting from improper charging of the battery pack or use of any charger not supplied by Pramash Bikes or its dealers.
- e) Paint damage or rust.
- f) Damage from water immersion.
- g) Installation of any third-party parts, accessories, or electrical or mechanical components.
- h) Any components that have been modified or tampered with, including but not limited to tires, brake pads, chains, lights, motors, battery packs, displays, controllers, etc.
- i) Damage associated with commercial use or rental operations.
- j) Lost or damaged keys.
- k) Damage caused by stunt riding, racing, or other abusive treatment.
- l) Product with the serial number or barcode removed, defaced, damaged, altered, or made illegible.
- m) Any defects or damages caused by actions inconsistent with any guidance or warnings set forth in any owner's manuals or product instructions.
- n) Products purchased or used outside the contiguous United States.
- o) Additionally, the following circumstances will void this Limited Warranty:
 - i) All warranties are void if the bike is used for any purpose other than the reasonable intended use of the bike.
 - ii) All warranties are void if electrical parts have been repaired or modified by a person not authorized by Pramash Bikes.
 - iii) If the customer fails to provide sufficient photographic or video evidence of the warranty claim.
- p) This is a consumer warranty and does not apply to products used commercially or in rental operations.

5) Wear and Tear:

Certain components of your Vinci Motorbike may experience wear due to their function. The extent of wear depends on care, maintenance, and the nature of the bike's use (mileage, climate, road conditions, etc.). Bikes that are frequently left outside may also experience increased wear due to weathering. For safety reasons, parts must be replaced when they reach their wear limit. This includes, but is not limited to, the drive chain or toothed belt, brake cables, brake pads, brake disc rotors, rubber hand grips, sprockets, pinions, or toothed belt discs, gear cables, tires, saddle covers, rims, and bearings in the headset, hubs, and bottom bracket.

Please note that brake pads and disc rotors are subject to wear due to their function. Regularly check the condition of the pads and have them replaced by a specialist dealer if necessary. Brake disc rotors also wear out, so have their thickness regularly checked as part of inspection, and replace the components, if needed. Replacing these parts due to wear is not covered under the statutory warranty. Environmental factors may cause wear on these moving parts. Regular cleaning and maintenance are essential. Depending on operating conditions, parts may need replacement due to wear (e.g., if bearing play occurs). To ensure the quickest and most cost-effective resolution, please contact your dealer before arranging repairs. Compliance with assembly specifications and inspection intervals is crucial to avoid voiding the warranty and liability for defects. Parts requiring replacement due to wear are not covered under this Limited Warranty.

6) Other Limits to this Limited Warranty:

a) EXCLUSIVITY OF WARRANTY:

THIS LIMITED WARRANTY IS THE FULL EXTENT OF PRAMASH BIKES' RESPONSIBILITIES AND YOUR SOLE AND EXCLUSIVE REMEDY AGAINST PRAMASH BIKES, WHETHER BASED UPON WARRANTY, STATUTE, CONTRACT, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY), INDEMNITY, MISREPRESENTATION, OR ANY OTHER BASIS. THIS LIMITED WARRANTY IS THE SOLE WARRANTY MADE BY PRAMASH BIKES REGARDING THE VINCI MOTORBIKE AND SUPERSEDES ALL OTHER WARRANTIES, CONDITIONS, AND REMEDIES, WHETHER WRITTEN, ORAL, STATUTORY, OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

PRAMASH BIKES DOES NOT REPRESENT OR WARRANT THAT THE VINCI MOTORBIKE (OR ANY COMPONENT THEREOF) WILL MEET ANY OR ALL OF YOUR PARTICULAR REQUIREMENTS. YOU ACKNOWLEDGE AND ACCEPT THAT ANY TERMS AND CONDITIONS INCONSISTENT WITH THIS LIMITED WARRANTY THAT MAY BE CONTAINED OR REFERRED TO IN ANY STANDARD TERMS AND CONDITIONS OF YOUR PURCHASE OR ANY OTHER DOCUMENT OR WRITING PRODUCED BY OR ON YOUR BEHALF, INCLUDING WITHOUT LIMITATION, PURCHASE ORDERS, CONFIRMATIONS, AND SPECIFICATIONS, ARE EXPRESSLY REJECTED AND EXCLUDED.

YOU FURTHER ACKNOWLEDGE THAT YOU ARE NOT RELYING ON ANY STATEMENTS, REPRESENTATIONS, OR WARRANTIES MADE BY ANY INDIVIDUAL ACTING ON BEHALF OF PRAMASH BIKES AS SUCH INDIVIDUALS, WHETHER EMPLOYEES OR AGENTS, ARE NOT AUTHORIZED TO MAKE STATEMENTS, REPRESENTATIONS, OR WARRANTIES THAT EXCEED THOSE SET FORTH IN THIS LIMITED WARRANTY. NOTHING IN ANY ASSEMBLY INSTRUCTION, PRODUCTION INFORMATION, OR ADVERTISEMENTS IS INTENDED TO CREATE OR BE CONSTRUED AS AN EXPRESS WARRANTY OF ANY KIND WITH RESPECT TO THE VINCI MOTORBIKE. NO AGENT, EMPLOYEE, DEALER, REPRESENTATIVE, OR RESELLER IS AUTHORIZED TO MODIFY OR EXTEND THIS LIMITED WARRANTY OR MAKE BINDING REPRESENTATIONS OR CLAIMS, WHETHER IN ADVERTISING, PRESENTATION, OR OTHERWISE.

THE LIMITATIONS AND DISCLAIMERS CONTAINED IN THIS BASE WARRANTY MAY NOT BE MODIFIED, ALTERED, OR WAIVED BY ANY ACTION, INACTION, OR REPRESENTATIONS, WHETHER ORAL OR IN WRITING, EXCEPT IN WRITING SIGNED BY PRAMASH BIKES' DULY AUTHORIZED REPRESENTATIVE.

b) LIMITATION OF LIABILITY:
TO THE EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES WILL PRAMASH BIKES OR ITS AFFILIATES, OR ITS AND ITS AFFILIATES' RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, MANUFACTURERS, OR SUPPLIERS BE LIABLE TO YOU, YOUR PARENT, SUBSIDIARIES, AFFILIATES, OR CUSTOMERS, OR ANY THIRD PARTY FOR ANY LOSS OF USE, INTERRUPTION OF BUSINESS, LOSS OF REVENUE OR PROFITS, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, COST OF PURCHASE OF REPLACEMENT PARTS OR VEHICLES, OR CLAIMS BY YOU OR YOUR CUSTOMERS FOR SERVICE OPERATION OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, EXEMPLARY, AGGRAVATED, OR RELIANCE DAMAGES, HOWEVER ARISING, WHETHER FOR BREACH OF WARRANTY, CONTRACT, STATUTE, TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY), MISREPRESENTATION, OR OTHERWISE, EVEN IF PRAMASH BIKES IS MADE AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

YOUR RIGHTS MAY VARY FROM STATE TO STATE, AND SOME STATES AND JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE DISCLAIMER OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND DISCLAIMERS MAY NOT APPLY TO YOU, AND THEY DO NOT APPLY WHERE PROHIBITED BY LAW.

7) Dispute Resolution:

At Pramash Bikes, we strive to keep our customers satisfied, and we will make every effort to resolve disputes relating to a product or purchase under this Limited Warranty.

YOU AGREE THAT ALL DISPUTES WITH PRAMASH BIKES ARISING IN ANY WAY FROM THIS LIMITED WARRANTY OR THE SALE, VALUE, CONDITION, OR PERFORMANCE OF THE PRODUCT MUST BE RESOLVED EXCLUSIVELY THROUGH FINAL AND BINDING ARBITRATION AND NOT BY A COURT OR JURY. BY AGREEING TO ARBITRATION, YOU ARE WAIVING IMPORTANT RIGHTS, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO BRING AN ACTION IN A COURT OF LAW OR EQUITY.

The arbitration will be before a single arbitrator, and the award must not exceed, in form or amount, the relief allowed by applicable law. The arbitration will be conducted in accordance with the applicable arbitration rules and procedures. The arbitration provision is entered into pursuant to the law, and the substantive laws of the State of [State Name], without reference to its choice of law principles, will otherwise govern the interpretation of this Limited Warranty and all disputes that are subject to this arbitration provision. Any such dispute will not be combined or consolidated with a dispute involving any other person's or entity's product or claim and must not under any circumstances proceed as part of a class action or collective action. It is the intent of the parties that any and all disputes will be resolved on an individual basis only, and that the arbitrator will not have the power to award class or collective relief.

If the product is delivered to you and arrives in a damaged condition, kindly reach out to us via phone or e-mail within 3 working days from the delivery date. Please note that any damage incurred during shipping is not covered under the warranty. However, a claim may be initiated with the shipping company, and we will work collaboratively to address any damage that occurred upon arrival. It is important to understand that cosmetic imperfections to components do not warrant replacement or any refund. For significant aesthetic damage, a credit may be issued, or replacement provided only if the item is functionally impaired after Vinci Motorbike has had the chance to restore any failed components to a functional, near-new condition. Please be aware that any damage caused during owner-arranged shipping, including the use of freight forwarding or similar services, is not covered.

Vinci Motorbike reserves the right to evaluate whether the product has been utilized as intended and to determine if the damage or failure is due to user error or negligence. To assist with the warranty claim process, we require photographic and video submissions to evaluate each case thoroughly. If the issue is not clearly visible in the submitted images, the customer may be asked to provide additional photographic or video evidence that clearly depicts the problem. In the event that Vinci Motorbike determines that the claim is not covered under warranty, and the customer is within the 30-day return window, the customer will be responsible for the return shipping costs, which will be deducted from the final refund amount.

8) Procedure for Warranty Claims

For warranty claims, please send an email with a photo or video showing the issue to our Support Team using the Contact Us page on our website. Our team will diagnose the issue and will cover labor and parts within the first month after purchase. After this initial period, we will ship replacement parts within the year at no charge, but the owner will be responsible for labor costs.

Vinci Motorbike will cover labor and parts within the 30-day period after purchase. Our credit for labor is based on a standard fee schedule for bike repairs, which may be higher or lower than the cost at your local bike shop. To ensure that the warranty is effectively utilized, please wait for us to ship warranted components rather than replacing them on your own. If the warranted component is in stock, please allow 1-3 weeks for shipping. In rare cases where a replacement component is not in stock, Vinci Motorbike reserves the right to source the product from a third-party vendor, and we will not be held responsible for any potential shipping delays. Upon receipt of the bike, the owner is responsible for inspecting it within 3 days. Freight claims are time-sensitive, and to promptly resolve any issue, the owner must send an email with a photo and/or video, if appropriate, to our Support Team using our Contact Us page. Rest assured that we will perform any necessary repairs to remedy the situation.

After the 30-day free repair period, Vinci Motorbike will ship replacement parts within the year at no charge, but the owner will be responsible for labor. Warranty parts will be shipped within the U.S. only at our cost. Please send an email with a photo and/or video, as appropriate, to our Support Team using our Contact Us Page for us to diagnose any issue effectively.

Vinci Motorbike reserves the right to make judgments about proper use based on the evidence provided and may require additional photos and/or videos of the item or issue in question.

9) Customer Inquiries:

For all inquiries regarding warranty and returns, please contact our customer care team at: info@vincimotorbike.com. We are here to assist you and provide you with the best possible support for your Vinci Motorbike.

Thank you for choosing Vinci Motorbike, and we wish you many enjoyable rides with your new eBike!