

## BIKE+ all in one limited warranty

**IMPORTANT** - PLEASE READ THIS LIMITED WARRANTY CAREFULLY TO UNDERSTAND YOUR RIGHTS AND OBLIGATIONS!

“Device” means the ZEHUS BIKE+ all in one product and not any other component or device applied to the bicycle. “Battery Pack” means the energy storage device embedded within ZEHUS BIKE+ all in one. “You” or “Your” means either an individual or a single legal entity.

### A. WARRANTY on Zehus BIKE+ all in one

1. Subject to the terms and conditions of this Limited Warranty and in lieu of any other (if any) warranties, ZEHUS warrants that under normal use and service, on the date of acquisition as shown on Your receipt or similar proof of payment and for the next 2 YEARS that the acquired ZEHUS Device will conform with the accompanying ZEHUS packaging and documentation with the exception of the Battery Pack. For the latter Battery Pack the Warranty Period is 2 YEARS or 1000 charging cycles @70% State of Health. As to any defects or malfunctioning discovered after the Warranty Period, there is no warranty or condition of any kind.

This Limited Warranty does not cover, and no warranty of any kind is provided with respect to any subjective or aesthetic aspects of the Device.

The warranty stated above is the only warranty made to You and is provided in lieu of all other implied warranties and conditions (except for any non-disclaimable implied warranties that exist), including any created by any other documentation or packaging. No information or suggestions (oral or in a record) given by ZEHUS, its agents, affiliates, suppliers; employees, or agents, shall create a warranty or condition or expand the scope of this Limited Warranty.

2. Limitation on Duration of Implied Warranties: if You are a Consumer You may also have an implied warranty and/or condition under the laws of some jurisdictions, which is hereby limited to the duration of the Warranty Period.



## B. EXCLUSIVE REMEDY

Subject to applicable law and the following, and provided that You return the Device to Your place of acquisition (or, if that place will not accept the return, directly to ZEHUS) with a copy of Your receipt or other bona fide proof of payment during the Warranty Period, ZEHUS will, at its option and as Your exclusive remedy for breach of this Limited Warranty and any implied warranties: repair or replace all or part of the defective Device; or make payment to You for the allowable damages that You incurred in reasonable reliance, but only up to the amount You paid (if any) for the Device less reasonable depreciation based on actual use.

The above remedy is subject to the following: any repaired or replaced Device will be new or refurbished or serviceably used, comparable in function and performance to the original Device, and may include third party items; any Device repaired or replaced under this Limited Warranty will be warranted for the remainder of the original Warranty Period or 30 days from the date of shipment of the item back to You, whichever is longer. If an upgrade to Software is delivered the terms of the warranty will remain the one applied to the original Device.

Costs associated with transport (including packaging) for warranty service shall be at Your expense; and ZEHUS does not provide any warranties regarding any other services provided under this Limited Warranty and disclaims all duties (if any) of workmanlike effort or of lack of negligence regarding such services.

## C. EXCLUSION OF OTHER DAMAGES

TO THE FULL EXTENT ALLOWED BY LAW, ZEHUS AND ITS SUPPLIERS, AFFILIATES, AND AGENTS ARE NOT LIABLE FOR ANY:

(i) CONSEQUENTIAL OR INCIDENTAL DAMAGES; (ii) DAMAGES OR LOSS OF ANY NATURE WHATSOEVER RELATING TO LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR PRIVACY OR CONFIDENTIALITY, ANY INABILITY TO USE ALL OR PART OF THE DEVICE, PERSONAL INJURY, OR ANY FAILURE TO MEET ANY DUTY (INCLUDING BUT NOT LIMITED TO ANY DUTY OF NEGLIGENCE, GOOD FAITH OR OF WORKMANLIKE EFFORT); OR (iii) INDIRECT, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE DEVICE. THE FOREGOING APPLIES EVEN IF ZEHUS OR ANY SUPPLIER, AFFILIATE, OR AGENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES; AND EVEN IN THE EVENT OF FAULT, TORT (INCLUDING NEGLIGENCE), STRICT OR PRODUCT LIABILITY, MISREPRESENTATION OR OTHER REASON.



## D. EXCLUSIONS FROM COVERAGE

This Limited Warranty shall not apply and ZEHUS has no liability under this Limited Warranty if the Device: is used for commercial purposes (including rental or lease); is modified or tampered with; is damaged by Acts of God, power surge, misuse, abuse, negligence, accident, wear and tear, mishandling, misapplication, or other causes unrelated to defects in the Device; is damaged during shipments; is not used in accordance with the accompanying documentation and use instructions; or is repaired, modified or altered by other than a ZEHUS authorized repair center and the unauthorized center causes or contributes to any defect or damage.

This Limited Warranty does not include any warranty regarding legal rights or abilities, such as any warranty regarding title, quiet enjoyment, or lack of infringement.

## E. REGISTRATION

You need not register Your Device for the Limited Warranty to be effective.

## F. BENEFICIARY

To the extent allowed by applicable law, the Limited Warranty is only made to You, the first purchaser of the Device, and there are no third party beneficiaries of the Limited Warranty. Except as required by law, this Limited Warranty is not intended for and does not apply to anyone else, including anyone to whom You make any transfer.

## G. FURTHER INFORMATION

ZEHUS is the warrantor under this Limited Warranty. To receive instructions for obtaining performance of this Limited Warranty, You must contact the ZEHUS offices to:

ZEHUS s.r.l., Customer Care, Via Soperga 57, 20127, Milano, Italy

or visit [www.ZEHUS.it](http://www.ZEHUS.it) or contact [info@zehus.it](mailto:info@zehus.it)

You must also:

1. Submit proof of payment in the form of a bona fide, dated receipt, or invoice (or a copy) evidencing that You are the beneficiary of this Limited

Warranty and that Your request for a remedy is made within the Warranty Period;


---

web - [www.zehus.it](http://www.zehus.it)

@ - [info@zehus.it](mailto:info@zehus.it)

FB - [www.facebook.com/BikePlus.Hybrid](https://www.facebook.com/BikePlus.Hybrid)

twitter - [@ZehusBike](https://twitter.com/ZehusBike)



2. Follow ZEHUS's shipping and other instructions if it determines that all or part of Your Device requires return.

To obtain the Limited Warranty performance, You must take or deliver the Device in either its original packaging or packaging that provides an equal degree of protection to the location specified by ZEHUS. The costs associated with transport (including packaging) for warranty service shall be at Your expense.

Failure to follow the above instructions may result in delays, cause You to incur additional charges, or may void Your warranty.

This Limited Warranty gives You specific legal rights and You may also have other rights which vary from jurisdiction to jurisdiction. Where any term of this Limited Warranty is prohibited by such laws, it shall be null and void, but the remainder of the Limited Warranty shall remain in full force and effect if its allocation of risks is not materially disturbed.

#### H. LOCAL LAWS AND JURISDICTION

Any disputes arising out of or relating to this Limited Warranty or concerning the respective rights or obligations of the parties hereto shall exclusively be settled and determined before the Court of Milan (Italy).

---

web - [www.zehus.it](http://www.zehus.it)

@ - [info@zehus.it](mailto:info@zehus.it)

FB - [www.facebook.com/BikePlus.Hybrid](https://www.facebook.com/BikePlus.Hybrid)

twitter - [@ZehusBike](https://twitter.com/ZehusBike)