

US Purchase Contract

Last Updated: July 2023

<i>Purchaser Information</i> <i>Name:</i> <i>Address:</i> <i>E-Mail:</i>	<i>Seller Information:</i> <i>Name: Zoomo USA Inc.</i> <i>Shop Location:</i> <i>Shop Associate:</i>	<i>Date:</i>
<i>Product:</i>	<i>Price:</i>	

Your Zoomo Bike

Congratulations!

- If you are not completely satisfied with your new Zoomo product, you are welcome to return it within three(3) days of purchase, provided it is still in its original condition. You can expect a refund, after the date of examination is complete, to return to your credit card within 7 to 14 working days after we have received your return. All returns have a \$50 restocking fee that will be deducted from your total refund.

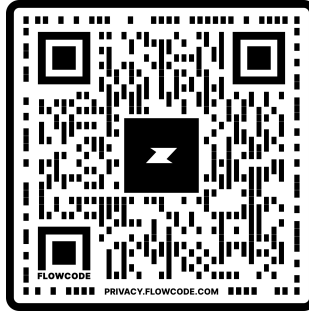
Safety Reminders!

- Always properly wear a helmet while riding. Zoomo advises that you wear a helmet whenever you're riding your bike, regardless of local laws.
- Always obey all traffic laws, including stopping at stop signs and red lights.
- Never ride against the flow of traffic.
- Make yourself visible: Consider wearing bright cycling clothes. Always use equipped lights between sundown and sunrise.
- Understand and follow the guidelines regarding battery care, use, operation and charging, and never use or charge a damaged or non-functional battery.
- Only permit those aged 18 years or older to use the bike.

Maintenance and Repair

- If you have purchased a monthly maintenance plan, you may bring the bike in for service and repairs.
- In order to obtain service, maintenance or repairs, you **must make an appointment** through the MyZoomo App.
- We recommend a tune-up every 6 weeks, during which we will conduct a 30-point inspection, and ensure that the bike is in excellent shape. Any other damage or necessary repairs are the rider's responsibility.
- You are responsible for the cost of any damage or repairs that are not included in the maintenance plan.
- You will follow a code of conduct while in any Zoomo space that contributes to a safe, respectful, solution-oriented atmosphere. Zoomo reserves the right to refuse service or in extreme circumstances, cancel this contract, at its discretion, with any customer that acts inappropriately (this includes hostile, threatening or disrespectful behavior toward Zoomo staff, customers or partners).
- Current repair/replacement costs can be found below via the QR code below. We will provide you with an exact total cost for any repair we complete before charging you. The repair/replacement costs may be subject to change at any time, along with what parts are included or excluded from general wear and tear classification.

Scan to see our maintenance charges



Privacy and Tracking

YOUR BIKE MAY CONTAIN LOCATION TRACKING TECHNOLOGY. BY PURCHASING YOUR BIKE, YOU CONSENT TO ZOOMO'S PRIVACY POLICY (LOCATED AT <https://www.ridezoomo.com/policies/privacy>). YOU SPECIFICALLY AGREE TO SHARE LOCATION DATA WITH ZOOMO. YOU MAY REVOKE THIS CONSENT VIA A WRITTEN REQUEST TO ZOOMO, WHICH MAY ENTITLE YOU TO REMOVAL OF ANY LOCATION TRACKING TECHNOLOGY, IF SUCH REPAIR IS AVAILABLE. ZOOMO AGREES NOT TO SHARE YOUR LOCATION DATA WITH ANY THIRD PARTY WITHOUT YOUR CONSENT OR WITHOUT REMOVING YOUR IDENTITY. YOUR PERSONAL DATA AND ZOOMO'S COLLECTION, USE, STORAGE, AND TRANSFER THEREOF WILL AT ALL TIMES BE GOVERNED BY THE ZOOMO PRIVACY POLICY.

If your bike is equipped with location tracking technology you may be entitled to purchase an IoT subscription. With this subscription you will be able to track your bike through the MyZoomo App, and also remotely lock its motor.

Limited Warranty

Your bike may come with an Express Limited Warranty. This Limited Warranty applies to Zoomo e-bikes normally operated in the United States, and is provided to the original owner of the e-bike during the Limited Warranty period.

Zoomo offers a Limited Warranty that covers repairs to correct any e-bike defect related to materials or workmanship as identified below which occurs during the warranty period, excluding slight noise, vibrations, or other normal characteristics of the e-bike. Needed repairs will be performed using new, remanufactured, or refurbished parts.

Warranty repairs, including parts and labor, will be made at no charge. The Limited Warranty period for all coverages begins on the date the e-bike is delivered as indicated in Zoomo's records, and ends at the expiration of the coverage period as set out below.

The sole remedy of the Limited Warranty is the replacement of defective frames, or defective parts. This Limited Warranty applies only to original owners and is non-transferable, to the extent permitted by law. Claims under this warranty must be made directly to Zoomo by returning your e-bike to any Zoomo location that performs maintenance or repairs.

Duration of Limited Warranty by age of bike at time of purchase:

Component	Model	New	Used
Frame, solid fork and rack	Zoomo Sport & Zero	2 years	1 Month
	Other models	1 Month	1 Month
Suspension fork	Zoomo Sport & Zero	2 years	1 Month
	Other models	1 Month	1 Month
Electrical (Battery, motor, display, lights) Excludes physical damage and cut cables	Zoomo Sport & Zero	2 years	1Months
	Other models	1 Month	1 Month
Other components - Drivetrain: excludes chains and cassettes - Wheels: covers motor, hubs and rim cracks. Excludes spokes - Brakes: covers levers and calipers. Excludes brake pads. - Seat	Zoomo Sport & Zero	2 years	1 Month
	Other models	1 Month	1 Month

Limited Warranty Exclusions

Your Limited Warranty excludes repairs required due to:

- Normal Wear and Tear
- Commercial Use - This product is intended to be used for personal use only.
- Accidents, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the e-bike.
- Misuse of the e-bike such as driving over curbs, overloading, racing, or other competition.
- Alteration, modification or tampering to the e-bike.
- Installation of non-OEM or non-compatible parts.
- Water or fluid contamination.
- Improper assembly (after leaving the place of purchase)
- Airborne fallout, rail dust, salt from sea air, salt or other materials used to control road conditions, chemicals, tree sap, stones, hail, earthquake, water or flood, windstorm, lightning, the application of chemicals or sealants subsequent to manufacture, etc.
- Failure to follow the recommended maintenance schedule intervals and/or failure to use or maintain the e-bike properly.

Additional Exclusions:

- Your warranty is void if evidence of salt, sand, or water damage are present within the components.
- Any bike that has been transferred. To the extent permitted by law, this warranty is not transferable in any way and may not be exercised by anyone other than the original buyer, only if the buyer has retained constant ownership of the bicycle since their original purchase.
- Economic loss or extra expense is not covered. Examples include: Inconvenience, lodging, meals, or other travel costs, loss of e-bike use, payment for loss of time or pay, state or local taxes required on warranty repairs, storage, etc.

Warranty Claim

If you consider your purchased product is not of acceptable quality or has latent defect (this includes any inherent fault) or requires replacement or repair, you should:

- Discuss your concern with Zoomo;
- Make a warranty claim either by e-mail (hello@ridezoomo.com), or via our support portal online with details and pictures of the concern. We may ask for additional information. We also reserve the right to inspect the e-bike before accepting your warranty claim.
- Stop using the bike;
- Arrange to have the bike examined at a Zoomo repair location.
- If we determine the warranty applies for the complaint, we will repair or replace the component pursuant to the terms of this limited warranty.

This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. Zoomo does not authorize any person to create for it any other obligation or liability in connection with these e-bikes. Any implied warranty of merchantability or fitness for a particular purpose applicable to this e-bike is limited in duration to the duration of this written limited warranty. Performance of repairs and needed adjustments is the exclusive remedy under this written limited warranty or any implied warranty.

Zoomo shall not be liable for incidental or consequential damages, such as, but not limited to, lost wages or vehicle rental expenses, resulting from breach of this written warranty or any implied warranty. Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

Zoomo is not liable for any financial loss and/or prevention of profit and/or any consequential loss that may be caused by non-standard usage of the product. We hereby inform the buyer that Zoomo is not responsible for any liability that may occur which could possibly apply to the product and/or its user due to the usage of the product and that the customer alone is solely responsible for third party insurance and/or other insurance as required by the nature of the particular product. Zoomo is not responsible for any possible damage including bodily harm and damage to property.

By signing below, you agree that the above information was disclosed to you, and that you have had an opportunity to review these disclosures and correct any information that you believe to be incorrect, and that you have had an opportunity to review the Terms and Conditions which apply to your purchase. You acknowledge that you have received your e-bike by taking delivery, in person, on the date indicated on this document.

I, _____, confirm that I am in possession of the bike I purchased from Zoomo USA Inc. using card number ending in _____, for the amount of USD\$_____. I agree to be charged the full amount as set out above, and that this amount is correct.

Signature

Date