

STANDARD WARRANTY CERTIFICATE

e-STATICA.LLC STANDARD PRODUCTS

e-Statica,LLC (Hereinafter e-Statica, a company that manufactures electric bikes, battery packs, and battery charges, with registered office for this purpose at e-Statica 5395 Dorwin LN, Santa Barbara, CA 93111 (USA), warranties that the e-Statica Products do comply with the applicable technical requirements and quality standards and that those products are new.

e-Statica warranties the quality and performance of its Electric Bikes, Battery Packs, and Solar / Grid Chargers, so called "Products" under the following terms and conditions:

PRODUCT WARRANTY

e-STATICA™

WARRANTY TERMS AND CONDITIONS

1) 1 year Warranty against workmanship or materials

e-STATICA warranties, for a period of 1 years from purchase, that e-Statica products are free of any defects in workmanship or materials that might cause inadequate performance of the Product in proper conditions of use. Should the purchased Product fail to operate properly by the time the present Warranty is in force, due to the arising of defects on its workmanship or materials, e-Statica will be obliged, depending on the arisen defect, to repair or to replace the defective Product. The decision whether to repair or to replace the defective equipment will be held in every case only by e-Statica.

The above mentioned warranty is offered by e-Statica as a standard Warranty for all its standard Products. E-Statica reserves the right to offer extended special Warranty conditions in different countries, according to their different technical and commercial conditions. In that case, these special conditions will be stated in a separate document. The Warranty terms of this document are given by e-Statica according to the following terms and conditions:

2) Warranty Exclusions

- a) Out of the scope of the present Warranty will be any damages and malfunctions of the Productss which have their origin in:
- 1) Accidents.
- 2) Negligent, improper or inadequate use.
- 3) Not following the use, and maintenance instructions given in the current End User Manual and in the assemble manual of the respective model of product when they were purchased.
- 4) Modifications or repairing attempts that were not been held by authorized personnel by the After Sales Service of e-Statica.
- 5) Damages due to surge, floods, plagues, earthquakes, third parties actions, or any other reasons different to the standard use conditions of the products and that are out of the control of e-Statica.
- 6) Damages due to over voltages coming from the consumer side of the solar modules whether from the AC side of the public utility grid.
- 7) Insufficient ventilation of the equipment.
- 8) Inadequate transport conditions.
- 9) Non-compliance of the current mandatory installation standards.
- b) It will be also out of the scope of this Warranty if any product with a serial number that has been manipulated, is unreadable, or if the tamper void symbol is visible.
- c) All complaints concerning aesthetics will not be considered unless they mean a malfunction or a difference in performance compared to the one announced on the technical and commercial brochures of e-Statica.
- d) The Warranty rights established on this document do not cover the shipping costs of the damaged products or parts when sending them to the factory to be repaired, neither when receiving them back. Neither more, labor costs, due to dismantling of the damaged Products and reinstallation of the repaired ones are, not covered by e-Statica.
- e) Any other Warranty right not mentioned specifically on this document is out of the scope of this Warranty.



3) Claiming of the Warranty Rights

Warranty rights can be claimed during the first year the present Warranty is in force and immediately after the failure detection.

Any customer or end user of the e-Statica Products, that considers himself with enough good reasons to claim for the Warranty rights declared in this document, must proceed as follows:

a) Inform immediately by written document to the supplier of the Product, or to the authorized Product dealer, or to the after-sales department of e-Statica.

For that purpose, e-Statica's «Complaint Form» must be fulfilled and attached with a copy of the purchase invoice and the delivery note of the Product, showing the date of acquisition and the serial number of the Product.

- b) Once the compliant form is received by e-Statica, the Sales Department will analyze it in accordance with the Warranty scope, and will inform the customer about the steps to be followed.
- c) Prior written authorization from the Sales Department of e-Statica will be necessary in case the Product should be sent back to the factory.

Returning of the Product must be made using the original package. Should this be not possible, e-Statica might send a new one and charge it to the customer. Damages due to bad transport conditions will not be covered by this Warranty.

d) e-Statica will try to repair its products within two weeks. Should this be not possible, e-Statica will contact the customer in order to explain the reason of the delay and to communicate the estimated time to fix the Product. e) e-Statica reserves the right to supply a different model of the Product to cover the Warranty rights, or for any substitution, in case that the original model of Product is not manufactured anymore. All the Products replaced in case of substitution will be property of e-Statica.

4) Manufacturer responsibility limitations

- a) e-Statica will not be responsible to the customer, neither directly nor indirectly, by the non-observance or delay in it's Warranty commitments, due to any unforeseeable event such as cases of Force Majeure.
- b) The responsibility of e-Statica derived from the present Warranty will be limited to the commitments detailed here above and to the amount paid in the purchase order by the customer. There exists no liability of any kind of e-Statica for indirect, special or consequential damage or loss, including but not limited to loss of profits or revenues (lucrum cessans), loss of use of the Equipment, loss of production, cost of substitute equipment, facilities or services, downtime costs, third parties claims, cost of capital, or any other kind of financial loss.
- c) The Warranty limitations mentioned here above will be applicable unless they are against legal prescriptions currently running on each country in reference with product responsibility. In the event of conflict with any of those prescriptions, the nullity will affect only to that clause in particular, remaining valid the rest.

5) Date of validity of this document

This Warranty document is valid from the date of its edition (March 2016) and will be applicable to all e-Statica's Products, manufactured from that date and until the date of a new edition, which will be published opportunely on e-Statica's web page (www.e-statica.com).