

# Warranty



## Warranty

All service is to be arranged with your local dealer. Contact your local dealer for any discrepancies in warranty claims.

All eBikes, scooters, electric ATVs & mobility scooters are covered by a 2 year **parts only** warranty on motor & frame, 6 month warranty on controller, batteries, & all other non-wear & tear components at time of purchase, as stated on the original signed invoice.

Electric pocket bikes, electric dirt bikes are covered by a 60 day **parts only** warranty at time of purchase.

Electric stand up scooters and toy cars are covered by a 45 day **parts only** warranty at time of purchase.

Wear & tear components include, but are not limited to, tires, tubes, cables, fuses, speakers, and the like, are not covered under any warranty.

Anything purchased boxed or purchased on-line, is covered singularly by a 14-day **parts only** warranty (from date of shipment/delivery).

Manufacturer's limited warranty does not cover parts including, but not limited to Material (seats), Fairings (plastics), brake pads, tires, tubes, or damage due to lack of maintenance, accident, misuse or abuse.

Any modifications made to this vehicle void the warranty.

You may return defective parts at your expense and we'll send you a replacement part at our expense. Depending on the seriousness of the failure, we may ask for a picture of the part/s in question, and to also verify warranty information. Once the warranty claim is approved, we'll send the replacement part(s) via courier service within Canada, and other means outside of Canada. You should have them within a few days in most cases (in Canada.)

If the required part(s) are not in stock and must be ordered, an estimated delivery time will be given.

**For warranty repairs, you must at your expense, arrange shipment for both delivery and return or drop off and pick up of your product.**

**Labour fees will not be covered, but may be only under the discretion of Georgian Bay Recreation.**

### **Disclaimer and Limitation of Liability as to Products Sold**

Purchaser herewith acknowledges and agrees Daymak Inc., or the original distributor/manufacturee assumes no liability for any equipment and herewith assumes the risk of any injury arising from operation of any products offered on this web site. The original owner (person who purchases from Daymak Inc., or the original distributor/manufacturee) will indemnify and hold Daymak Inc., or the original distributor/manufacturee harmless and take full responsibility for all safety warnings, instructions, and limited warranty if unit is sold, lent or otherwise transferred and will indemnify Daymak Inc., or the original distributor/manufacturee, it's officers, agents or assignees from any claims against failure to do so.

Daymak Inc., or the original distributor/manufacturee's, sole obligation under this warranty is to replace or repair, at it's option, any part found to be defective. Parts replaced or repaired under this warranty are warranted only for the balance of the warranty period. All defective parts replaced under warranty become the property of Daymak Inc., or the original distributor/manufacturee. For warranty repairs, you must at your expense, arrange shipment for both delivery and return or drop off and pick up of your product to Daymak Inc. This limited warranty is in lieu of all other warranties. Any implied warranty of fitness for a particular purpose, merchantability or otherwise, is specifically denied. Some states do not allow how long an applied warranty lasts so the above limitation may not apply to you. This

warranty gives you specific legal rights, and you may also have specific legal rights that vary state to state or province to province.

This warranty does not cover or warranty damage to the unit caused by: 1) Defects, malfunction, or failures resulting from abuse, misuse, modifications, alterations, improper storage, use of unauthorized attachments including failure to provide or perform required maintenance services as prescribed in the owner's/ operator's manual. Preventive maintenance is the warranty holder's responsibility. 2) Damage caused by dirt or corrosion in all of its forms, including, but not restricted to rust, salt water, varnish and moisture. 3) Failure to follow the setup, pre-delivery service, and adjustments outlined in the operator's manual. 4) Parts not warranted that are normal maintenance items such as tires, brakes, bearings etc. 5) Bearing damage caused by improper tire inflation. (Spindle should not slip while driving rear tire). 6) Damage caused by pressure, or steam cleaning of the product. 7) General wear and tear. 8) Damage caused during any form of racing, commercial use, crash damage included but not limited to fork or F.T.C damage or any use deemed improper by Daymak Inc., or the original distributor/manufacturer, acting reasonably.

## **Responsibility**

It is the responsibility of the end user to obtain and obey all the applicable local, state, provincial and federal laws in regard to the use of any product offered on this website. If you are unsure or in doubt, please consult your local, state and provincial laws before ordering. The buyer represents that any products ordered will only be used in a legal and lawful manner in accordance with the laws and regulations of the buyer's province or state. The buyer accepts the product on the condition that he/she assumes all risk to persons or property arising from the use or handling of this product. Motorized scooters are classified as restricted use motorcycles and are not intended for use on public highways. Intended for off-road use only. Some provinces or states may have additional restrictions.

The purchaser of any product offered on this web site agrees to: 1) Wear approved safety equipment at all times including but not limited to, helmet, goggles, leg and arm protection, gloves and hearing protection. 2) Always check for proper functioning of your equipment including steering, brakes, drive train, tires, throttle, kill switch and all fasteners. 3) Perform all necessary repairs and maintenance before operation. 4) Keep hands and any other body

parts and any foreign objects clear of moving parts, including chain or spindle drive. 5) Not double ride. All products offered here are intended for use by one operator. 6) Not to operate at night or when visibility is limited, and to avoid busy areas and steep inclines. 7) If pregnant or if any other health concerns exist, consult a physician before using a motorized scooter. 8) When braking, lean back to maximize control. Never lock the front brake, doing so will cause loss of steering control.

If you do not completely understand the warranty, liability agreement or any of the Terms and Conditions set forth on this page, please consult an attorney before purchasing a motorized scooter. Remember to always wear a helmet and protective gear. We are not liable for injury resulting from the use of this or any other product. The purchaser of any product offered on this web site agrees that he or she fully understands and agrees to be bound by all of the terms and conditions set forth on this web page and also agrees to submit any disputes arising out of operation or use of any product offered here to arbitration. To validate warranty registration the purchaser of product may be required to sign, initial and return a form provided by Daymak Inc., and/or the original distributor/manufacturer that outlines all of the terms and conditions set forth on this web page by Daymak Inc., and/or the original distributor/manufacturer. The signature of a parent or guardian may be required if purchaser is under the age of 18.