

Finn Scooter User Manual

11/10/21



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Congratulations on your purchase of a Finn Scooter!

Important:

For your own safety, and enjoyment of your Finn Scooter, please read all information in this manual carefully.

Warranty registration was completed when you purchased your Finn Scooter. Be sure to review the full warranty on page 15.

Your Finn Scooter is designed for off-road use only. Extreme off-road use, jumping, racing or prolonged exposure to the elements can put the operator at serious risk for injury or death - and may void your warranty.

If you have purchased a Finn Scooter that has not been fully assembled, please consult the assembly video at:

finnscooters.com/product-videos

If you receive a warranty part that needs replaced, you can view all Finn Scooter repair videos online at:

finnscooters.com/repair-videos

Before You Begin:

Before you ride your Finn Scooter for the first time, it is recommended that you charge the battery for at least 8-hours before use. An initial charge will help condition your battery and allow for optimal performance throughout its life. Please note that your charger's indicator light may turn green, indicating a complete charge before the conclusion of the 8-hour period. Allow the charge to continue until the 8-hours is complete. Subsequent charges will be complete when the light turns green.

Warranty at a Glance:

Extended warranty is available for purchase, full details in the full warranty statement on page 15

Frame: 2 years

Hub Motor: 2 years

Motor Controller: 2 years

Battery: 2 years

Remaining Components: 1 year



Know Your Finn Scooter

Note, your scooter may look different than the one pictured above, but the parts are all located in similar locations.

- | | |
|---------------------------------|--|
| 1. Rear Brake Caliper | 12. Battery Level Indicator (Right Side) |
| 2. Rear Fender | 13. Front Tire Brake (Right Side) |
| 3. Rear Shock | 14. Upper Bag Support |
| 4. Ignition Switch | 15. Front Spindle |
| 5. Control Box | 16. Front Fender |
| 6. Seat | 17. Front Brake Caliper |
| 7. Sand/Seed Bottle Holder | 18. Foot Pad (Both Sides) |
| 8. Lower Bag Support | 19. Battery |
| 9. Battery Lock Brace Knob | 20. Battery Connection Port |
| 10. Rear Tire Brake (Left Side) | 21. Kickstand |
| 11. Thumb Throttle (Right Side) | 22. Rear Hub Motor |
| | 23. Battery Charging Port (Right Side) |



Your Finn Controls

Each Finn Scooter uses common components and controls for operation. Your scooter may look different than the one pictured above, but the functions and controls are located in similar locations.

1. Left - Rear Brake
2. Cup Holder
3. Bag Restraints
4. Right - Front Brake
5. Battery Level Indicator
6. Thumb Throttle

Conditions that effect your battery's range:

- Ambient Temperature: Extreme cold and heat can affect the battery's capacity.
- Total Number of Charge Cycles: As the battery ages, total capacity can decrease.
- Wind: Riding into a strong headwind can decrease range.
- Conditions: Excessively rough or hilly terrain requires the consumption of more power.
- Load: The more weight carried will use more energy.
- Distance Traveled.
- Operator Weight.
- Repeated acceleration from a standing start.
- Poor Maintenance: Under-inflated tires and misadjusted brakes can decrease range.

Tips for maximum range:

- Charge the battery at room temperature.
- Charge the battery after every 9 or 18-hole equivalent round.
- Maintain proper tire pressure.
- Operating temperatures between 40F and 85F will significantly increase your range.
- Proper maintenance and giving your scooter a regular tune up.

Battery Range and Performance

Although a battery charge will last more than 18 holes, we recommend recharging the battery after each 18-hole equivalent round. Maximum range on a full charge can vary depending on many factors, such as: battery age, terrain, rider weight, temperature, distance traveled, and riding style.



54.6 - 53 Volts:
Battery is fully charged.



50.0 Volts:
Battery is approximately half charged.



48.0 Volts:
Battery is low and needs charging ASAP. For the long-term life of the battery we don't recommend having the voltage drop below 48 volts.



46.0 Volts:
Battery is extremely low and essentially dead, though you may get some movement from the cycle.

Pre-Ride Check

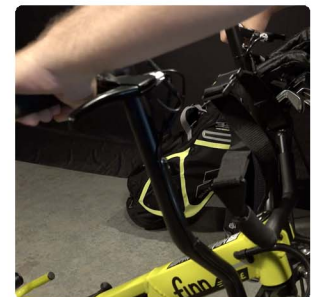
These safety precautions are provided for your personal safety and the safety of those around you. Please review them carefully, and follow their guidance to prevent injury, damage to the scooter, or impacting your warranty coverage. Before riding, check the scooter for damage and conduct a pre-ride check. A video of this entire process can be viewed at: finnscooters.com/product-videos



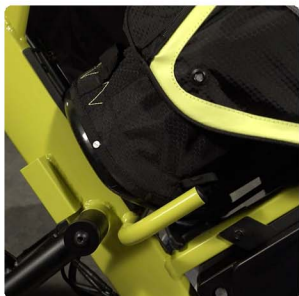
- Check that the bolts on the rear axle are tight.



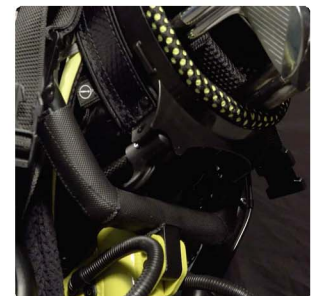
- Check tire pressure on both tires to ensure they are properly inflated:
Rear: 28 PSI - Front: 20 PSI



- Check the handlebars by twisting and pulling, to make sure they are fixed in place.



- Place your bag on the scooter by first placing the bottom of the bag in the lower bag support, making sure it is secure.



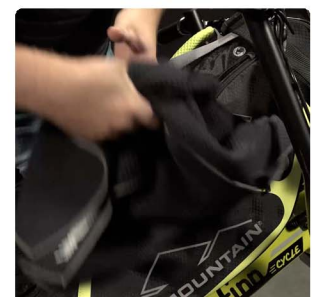
- Next, lower the top of your bag into the upper bag support.



- Secure your bag in the upper bag support by locking the buckle and cinching the strap.

- Make sure your golf bag is secure on the cart.

Pay very close attention nothing is dangling that could possibly get caught in the front spokes. If something such as a towel or bag strap is dangling, secure it in a golf bag pocket.



Pre-Ride Check continued

- Connect the battery by connecting the black and blue connectors. Notice there is a half circle on the top part of the blue connector and a depression in the top of the black connector (outlined in red). When fully connected the blue connector will turn right to lock the two connectors together. If the blue connector does not automatically lock into place, make sure they are fully connected and turn the blue connector until both the white arrow and line are aligned and the connectors are locked into place.



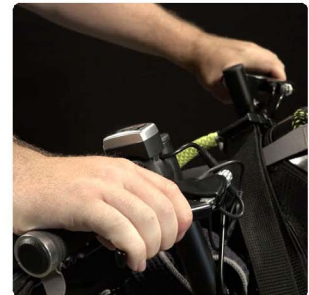
- Insert the key and turn on the scooter.

- Once the key is in position, check the battery level indicator to verify the charge on the battery is full. This will be indicated by or a reading of 53.0 or higher.



- Make sure the foot plates are down.

- Lastly, with equal pressure applied to both brakes, check to make sure they are working properly.



Riding Your Scooter

Find a flat, wide open grassy area with no people or obstacles to practice riding. A video of this entire process can be viewed at: finnscooters.com/product-videos

Start by engaging the brake, swinging your leg over the seat, sitting down with both feet flat on the ground and raising the kickstand. Get comfortable with the balance of the scooter.

Familiarize yourself with the brakes and handle grips. The left brake is for the rear tire and the right brake is for the front tire. When using the brakes, pull both evenly.

When you are ready to ride, start by making sure the kickstand is up, foot plates are down and making sure you are not pulling on the brakes. Next, lightly press the thumb throttle and place your feet on the foot plates, one at a time, as you start moving. Keep in mind, this scooter has a slow-start acceleration, meaning it starts slowly and increases speed slightly as it moves forward. Drive straight ahead until you are moving at a slow-to-medium speed. When you are comfortable, test the brakes by releasing the throttle and gently pressing both brakes evenly. Once you've conquered braking, do some slow turns and weaves, being sure not to press the brakes while you are turning. Become comfortable with the scooter before riding it at increased speeds.

When stopping, pull both brakes evenly, ease to a stop and take your feet off the foot pads putting your feet flat on the ground. Engage the kickstand and dismount holding one brake. Do not sit on your scooter with the kickstand down.

Now, practice backing the scooter up. Simply put your feet on the ground and walk the scooter backwards.

Riding Safety

Even though the scooter is lightweight, balanced and easy to ride, it is very important you make safety your top priority and pay attention to all safety measures. Here are some things to watch for:

- Single rider, off-road use only. This scooter is not street legal.
- Keep both hands on the handlebars when riding.
- Do not hold the brakes while engaging the throttle.
- Plan your ride. Look forward when driving and be aware of obstacles and hazards. Keep a safe distance from other carts, people, trees, water, steep slopes and hazards. Watch out for sprinkler heads, standing water, holes, gravel and uneven surfaces.
- When riding up a hill, slow down as you are cresting the slope so you can react to the terrain appropriately and start downhill at a slow pace, using both brakes evenly as you go. Do not coast down the hill.
- It is generally best to park on a flat area. If you do park on a sidehill, place the scooter parallel to the fall line with the kickstand uphill, making sure the scooter is stable.
- Avoid sharp turns and uneven surfaces, when possible.

Charging the Battery:

A video showing this process can be viewed at:
finnscooters.com/product-videos



1. You must first disconnect the battery before charging. To disconnect, start by turning the blue connector left, and then pull the connector apart.



2. Unscrew the twist plunger.



3. Grab the battery by the handle and remove from the scooter.



4. Now plug the battery charger into the battery as shown.



5. To avoid overcharging your battery, we have provided you with a timer. Plug the battery charger into the timer and set the timer to 8 hours by pushing the button on the charger until it reads 8.

6. To begin charging simply plug your timer into a grounded outlet. When plugged in, the light on your battery charger will turn green and then turn red to let you know it is charging. Once fully charged the light will turn back to green.



***Note: Do not leave your battery on the charger for more than 8 hours.**



Preparing Your Scooter for Transport

Your Finn Scooter can be folded down to fit into the back of a vehicle. Follow these steps to prepare your scooter for transport. A video of this entire process can be viewed at: finnscooters.com/product-videos

Folding Your Finn:

- Using a 19mm socket or wrench loosen the nut securing the handlebar to the fork.
(Provided with Scooter)



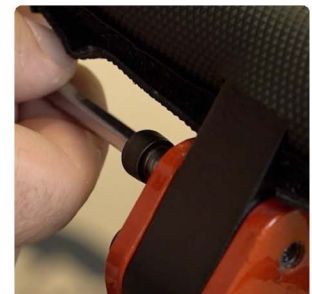
- With the nut loose, use your fingers to back the nut off the bolt about 1/2". You do not need to take the nut fully off the bolt.



- Once the nut is backed off, push the bolt out so the handlebar clears the joint on the fork. Since the handlebar is in a taper lock you may need to shake it vigorously to loosen. If that does not loosen the handlebar from the taper lock you may need to use a rubber mallet and hit against the bolt to loosen.



- Now, simply fold the handlebar down, making sure you fold it forward away from the scooter frame watching that all cables are out of the way. Repeat this process on the other handlebar.



- If more room is needed, you can also lower the upper bag support by using the 5mm allen wrench to remove the top bolt and fold down the bag support.



Routine Maintenance

Make sure the brakes require equal pressure to engage. If not, please follow the adjustment instructions in the video at www.finnscooters.com/product-videos

Check to make sure the tires are properly inflated and the tire pressure is correct.
(Rear: 28 PSI - Front: 18 PSI)

Check that the bolts on the rear axel are tight.

Clean the brake disc using isopropyl alcohol (If dirty this may cause squeaking).

There is a Finn maintenance sheet on the next page describing everything that should be done over time.

Cleaning Your Scooter

Never use a high power washer to clean your Finn Scooter. Use a garden hose and lightly spray off the scooter. To protect the paint on your scooter, we suggest using automotive soap and a microfiber cloth.

Long-Term Battery Care/Storage

When preparing your battery for long-term storage be sure to follow these guidelines:

- Remove the battery. Do not store the scooter for long periods of time with the battery attached.
- Store the battery at half charge and recharge every two months.
- Store the battery in a clean, dry, well-ventilated area. Keep it away from corrosive materials, fire and other heat sources.
- Do not store the battery at extreme hot or cold temperatures. We recommend storing it in an area where the temperature is between 60 - 90 F.

Maintaining Your Finn

Before Each Ride:

- Check tire air pressure
- Check brakes and cables
- Check the Rear Axle is tight
- Make sure both brakes engage and disengage

After Every Ride:

- Inspect tires
- Check battery power
- Clean the bike's mechanical parts, as necessary with a damp cloth or rag
- Check brake cable tightness
- Check if brake cable is fraying

Every Two Weeks:

- Completely clean the bike, including the fenders
- Inspect tire tread
- Inspect brake levers and cables, tighten if needed
- Inspect footpads and clean brake pads
- Check Rear and Front Axle tightness
- Inspect plugs to ensure each connection is securely fastened
- Check brake cable tightness
- Check if brake cable is fraying

Every Two Months Check the Following for Looseness and Damage:

- Yoke and spindle in between the handlebars
- Upper bag bracket
- Seat bolts
- Front Brake bolts
- Rear Brake bolts
- Front fender attachments
- Rear fender attachments
- Brake cable
- Throttle connection
- Grip handles
- Brake mounting bolts
- Frame (check for paint cracks or bulges that may indicate damage; pay particular attention to all frame joints)
- Visually inspect for bent components: frame, fenders, fork, bag bracket, handlebars.

Annually:

- Disassemble and overhaul (clean); if necessary replace all brake pads. This should be performed after 250 rounds if you ride more often. Overhauling your Finn Cycle should be done as frequently as possible.
- The Finn Cycle can be stored in a garage for the winter. Your battery should always be stored inside.

Battery Storage and Maintenance:

- If your battery is at full capacity, it should be removed from the charger and stored in a dry place. The temperature of the storage area for the battery should never be colder than 60 degrees Fahrenheit and no warmer than 70 degrees Fahrenheit.
- Always remove the battery from the Finn Cycle while charging.
- When using your charger, set the timer to 4-6 hours. Unless the battery is completely dead, you will not need to charge it for 8 hours.
- Use a damp rag to wipe down and clean the battery.

Cancellation / 14-Day Return Policy

Order Cancellation: To avoid a 10% restocking fee, you must cancel your order prior to the estimated ship date by informing SMMS of your wish to cancel your order in writing by email to help@finnscooters.com. Cancellation of orders that have already shipped will be subject to a 10% restocking fee to cover processing of the return.

Damage in Shipping: SMMS will not be responsible for any damage occurring via transit, and there are no refunds on items damaged in shipping. If your Finn Scooter is damaged during initial shipment, you must file a claim with the carrier and contact Sun Mountain Motor Sports within 2-days of delivery. We recommend you promptly notify the delivery driver if any damage to the boxes is apparent upon arrival and/or take photographs of such damage. Please contact us at help@finnscooters.com or call 833-FINN-DOG if you have questions or would like assistance with your shipping claim.

Returns of Defective Equipment: Defective equipment is covered by our Limited Warranty Policy. Contact Sun Mountain Motor Sports at help@finnscooters.com to get started with a warranty claim.

Returns – 14-Day Return Policy: You may return your Finn Scooter within 14 days from the date of delivery by following the procedures outlined in this return policy. You are eligible for a return only if you are within your 14-day window. The 14-day window begins on the date your Finn Scooter is delivered.

To be eligible for a return, your Finn Scooter must have been purchased by calling 833-FINN-DOG or through an online purchase at www.finnscooters.com. You must contact SMMS at help@finnscooters.com or by calling 833-FINN-DOG to receive written authorization for your return within 14 days from the date your Finn Scooter is delivered. The Finn Scooter must be unused, free from dirt and dust, and returned in the same condition in which you received it. The product must not be abused or damaged as determined at SMMS's sole discretion. All return shipments must be packaged appropriately to avoid damage in transit, and if the original shipping boxes are free from damage, your Finn Scooter must be packed in its original box(es). SMMS will arrange for pickup and return shipping of the product at your expense. You must make the product available for pickup and comply with specific shipping or packaging instructions provided by SMMS. Returns will not be accepted if there is any damage whatsoever to the product (for damage caused during the initial shipment, please refer to "Damage in Shipping" section above). All return and replacement shipping costs and fees will be your responsibility and will be deducted from the total amount of your refund.

Cancellation / 14-Day Return Policy

If a return is authorized by SMMS and SMMS's return procedures are followed, within thirty (30) days of SMMS's actual receipt of the product in the same condition in which it was shipped to you, then, upon your request, SMMS will do one of the following: (i) ship a replacement product of a similar type and of equal or greater value, (ii) issue a refund of the purchase price via the original payment method, excluding shipping costs and fees, credit card processing fees, and the 10% restocking fee (plus tax if applicable), or (iii) issue a credit to be used toward a replacement order in the amount of the purchase price, excluding shipping costs and fees, credit card processing fees, and the 10% restocking fee (plus tax if applicable). SMMS does not refund shipping costs or credit card fees, and they will be deducted from the total amount of your refund.

SMMS reserves the right, in SMMS's sole discretion, to refuse to accept any return that fails to comply with SMMS's return procedures, and no refund will be issued by SMMS for such returns.

Do not return your Finn Scooter without contacting Sun Mountain Motor Sports at help@finnscooters.com or by calling 833-FINN-DOG to obtain authorization for the return. If approved, Sun Mountain Motor Sports will arrange for pickup and return shipment of the scooter.

In conclusion: DO NOT RETURN ANY PRODUCT WITHOUT FIRST CONTACTING AND RECEIVING WRITTEN AUTHORIZATION FROM SMMS. Returns that are sent without contacting SMMS and following applicable return procedures will be refused, and no refund, replacement product, or other credit or consideration will be issued by SMMS for such returns. SMMS assumes no responsibility for safe keeping, storage, returning or otherwise, for products returned not in compliance with these procedures.

If your approved return is made in compliance with this return policy, you may receive a replacement, refund, or credit.

Warranty

What is covered under this warranty? Subject to the following terms and limitations, SMMS, LLC ("**SMMS**"), warrants with respect to the FinnCycle, FinnScooter, or FinnAccessory purchased from SMMS or from a SMMS authorized dealer (the "**Product**"), that: (i) for a period of two (2) years from Arrival (as defined below) of a FinnCycle or FinnScooter, the following components will be free from defects in material and workmanship under normal use and service: main frame, battery, and rear wheel hub motor; (ii) for a period of one (1) year from Arrival (as defined below) of a FinnCycle or FinnScooter, the following components will be free from defects in material and workmanship under normal use and service: forks, stem, handlebar, headset, seat, brakes, rear shock, fenders, rims, front wheel thumb throttle, controller, wiring harness, kickstand, bag upper bracket, foot rests, and hardware (together with the main frame, battery, and rear wheel hub motor, the foregoing may be collectively referred to as "**Covered Components**" and individually as a "**Covered Component**"); and (iii) for a period of one (1) year from Arrival (as defined below) of a FinnAccessory, the FinnAccessory will be free from defects in material and workmanship under normal use and service (collectively, (i), (ii), and (iii) are referred to herein as the "**Standard Limited Warranty**"). If purchased or offered with the purchase of a Product and expressly agreed to in writing by SMMS, SMMS may offer an option to extend the Standard Limited Warranty as follows: for a period of one (1) year from the expiration of the Standard Limited Warranty period described in (i) and (ii) above, the Covered Components of a FinnCycle or FinnScooter will be free from defects in material and workmanship under normal use and service (the foregoing one year extension is referred to herein as the "**Extended Limited Warranty**", with the Standard Limited Warranty collectively with any Extended Limited Warranty that may apply being collectively referred to herein as the "**Limited Warranty**"). No Extended Limited Warranty is provided unless expressly purchased or offered with the purchase of a Product and agreed to by SMMS in writing. No other warranties or guarantees are made in respect to the Product or Covered Components, express or implied. If any model or sample was shown or pictured, such model or sample was used merely to illustrate the general type and quality of the Product and not to represent that the delivered Product would necessarily be of that exact type or nature, or actually be that specific item shown or pictured. This Limited Warranty is not transferable and is valid and enforceable only by the party who initially purchased the Product from SMMS or from a SMMS authorized dealer ("**Customer**"). All references to "days" in this Limited Warranty shall refer to calendar days.

How long does coverage last? The Standard Limited Warranty is valid for two (2) years from the Arrival of a FinnCycle or FinnScooter, with respect to the main frame, battery, and rear wheel hub motor; for one (1) year from the Arrival of a FinnCycle or FinnScooter, with respect to the Covered Components other than the main frame, battery, and rear wheel hub motor; and for one (1) year from the Arrival of a FinnAccessory. "**Arrival**" of the Product shall be the date of Customer's pickup of the Product from SMMS or a SMMS authorized dealer, for a Product picked up by a Customer, or the earliest of the following dates for a Product shipped to a Customer: (A) the date of the actual delivery of the Product in new condition to the address listed on the order form for the Product, whether Customer received the Product from SMMS or a SMMS authorized dealer under an asset sale agreement, a lease agreement (revenue share), or some other lease or purchasing arrangement, or (B) the date the shipment of the Product is confirmed delivered to Customer, as noted by the third-party carrier. For purposes of clarity, if the Product was initially delivered to Customer in new condition under a lease agreement with SMMS, and Customer later enters into an asset sale agreement with SMMS related to the Product, the Arrival date of the Product would be the date the Product was initially delivered or confirmed delivered to Customer under the lease agreement. The Extended Limited Warranty, if one is provided with the Customer's FinnCycle or FinnScooter, is valid for one (1) year from the date of expiration of the Standard Limited Warranty period set forth above.

Continued on Next Page

Warranty

What does this warranty not cover? This Limited Warranty does not cover any problem, issue or defect that is caused by accident, failure to follow proper operating instructions, abuse, misuse, damage after arrival, normal wear and tear, or an act of nature (such as hurricane or flood), or any problems which result from improper transportation, assembly, or use of the Product (including, without limitation, failure to follow the 250-pound weight limit for FinnCycles or FinnScooters). This Limited Warranty does not cover anything other than the Covered Components expressly listed above. Without limiting the foregoing, Covered Components do not include Product tires, tubes, brake pads, cables and housing, grips and spokes, or any other components or parts of a Product not expressly listed as Covered Components in this Limited Warranty. For the avoidance of doubt, minor imperfections or non-conformities, scratches, dents, or cosmetic damage, and conditions that do not materially alter functionality of the Product are not considered a defect under this Limited Warranty. SMMS assumes no responsibility for safe keeping, storage, returning or otherwise, for products or components returned not in compliance with this Limited Warranty or any return procedures set forth by SMMS.

How to get service or file a Claim? Contact the SMMS authorized dealer where Customer purchased the Product, or contact SMMS via the "Contact Us" link at www.finnscooters.com, on the App, or by emailing warranty@finnscooters.com. SMMS can also provide contact information for SMMS authorized dealers near Customer's location.

Customer must contact SMMS or an SMMS authorized dealer to notify SMMS in writing of the alleged issue or defect with the Product (a "Claim") within two (2) years of Arrival with respect to Claims regarding the main frame, battery, or rear wheel hub motor of a FinnCycle or FinnScooter (unless an Extended Limited Warranty has been provided with regards to the Customer's Product, in which case Customer must notify SMMS within three (3) years of Arrival), within one (1) year of Arrival with respect to Claims regarding Covered Components of a FinnCycle or FinnScooter other than the main frame, battery, or rear wheel hub motor (unless an Extended Limited Warranty has been provided with regards to the Customer's Product, in which case Customer must notify SMMS within two (2) years of Arrival), and within one (1) year of Arrival with respect to a FinnAccessory.

When notifying SMMS of a Claim, the Claim notification must include a reasonably detailed description of the alleged issue or defect, the Product Arrival date, a copy of the receipt, order, or other proof of purchase, with the order or invoice number, Product serial number, purchase date, and Customer name and address noted, as well as Customer's current telephone number, email, and mailing address. Failure to timely and completely follow these procedures may result in SMMS's inability to process Customer's Claim and ultimately result in the denial of Customer's Claim. SMMS will then provide Customer with either an explanation of denial of Customer's Claim or notification of approval of the Customer's Claim and additional instructions regarding the Claim process. **DO NOT RETURN THE PRODUCT OR ANY COMPONENTS TO SMMS EXCEPT PURSUANT TO SMMS'S INSTRUCTIONS.** In addition to the information described above, SMMS may request supporting documents or evidence (including but not limited to reasonable, written clarification of the alleged issue or defect, photographs of the Product or affected Covered Component, and proof that Customer was the party listed on the address for delivery noted on the order form for the Product with SMMS). SMMS will not be responsible for any damage occurring via transit, and there are no refunds on items damaged in shipping. This includes Products or components damaged during shipment to Customer and Products or components shipped back to SMMS according to SMMS's instructions. For any items damaged in shipping, Customer must file a claim with the carrier.

All return shipments must be fully insured, packaged appropriately to avoid damage in transit, and must only be returned in accordance with SMMS's instructions. SMMS may provide specific shipping or packaging instructions and/or issue a RMA number for the Claim. All shipments of return Products or Covered Components must be made in accordance with such instructions and clearly labelled with the RMA number, if required. Failure to follow these procedures, as well as any return procedures provided by SMMS, may result in an inability or refusal to process a return and/or refund claim.

Continued on Next Page

Warranty

By making a Claim under this Limited Warranty, Customer agrees and reaffirms Customer's agreement to the terms of this Limited Warranty and waives any claims, demand, and causes of action for damages or compensation, monetary or otherwise, which Customer may be entitled to relating to the Product other than SMMS's provision of the components necessary to repair the Covered Component, SMMS's repair or replacement of the Covered Component or the Product, or refund of the purchase price for the Product (excluding shipping costs and fees), as determined in SMMS's sole discretion. Any Product or component returned in accordance with the above shall become the absolute property of SMMS, free and clear of all liens and encumbrances.

What will SMMS do? If the Product does not comply with the terms of this Limited Warranty, and Customer's Claim fully complies with SMMS's procedures and the other terms of this Limited Warranty, SMMS will provide Customer or the SMMS authorized dealer assisting with Customer's Claim, within thirty (30) days of SMMS's approval of the Claim, with one or more of the following (which shall be determined in SMMS's sole discretion): (i) the necessary components to repair the Covered Component or replacement Covered Components (which replacements or repairs shall be completed by a SMMS authorized dealer or by Customer, at Customer's expense, in accordance with SMMS's instructions); (ii) instructions for return of the Product or the Covered Component to SMMS for SMMS to complete necessary repairs; (iii) a replacement Product of a similar type and of equal or greater value; or (iv) a refund of the purchase price for the Product (excluding shipping costs and fees). The sole and exclusive remedy for Customer under this warranty is specifically limited to the foregoing. SMMS will pay shipping costs related to replacement Covered Components, Products or components that are covered by the terms of this Limited Warranty.

What other limitations, exclusions, and disclaimers apply? To the maximum extent permissible by law, this Limited Warranty is limited to the warranties expressly described in this document and its terms and limitations, and SMMS gives no other warranties and no guarantees. Except where otherwise expressly provided or required by law, the terms and conditions of this Limited Warranty are contained exclusively in this Limited Warranty, and no other agreement, provision, or statement, regardless of the origin of the same, shall be accepted as extending, adding to, subtracting from or otherwise altering the terms of this Limited Warranty. No warranty or guarantee given by any other person or entity with respect to the Product or any Covered Component shall be binding on SMMS. SMMS authorized dealers are not partners or agents of SMMS and do not have the right or power to make representations or agreements on behalf of SMMS or otherwise bind SMMS. Without limiting the foregoing, in no event shall any recovery, claim or action against SMMS, SMMS's affiliates, subsidiaries, parents, employees, contractors, owners, managers, directors, successors, assigns, or sub-contractors exceed the actual purchase price for the Product actually received by SMMS.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH IN THIS LIMITED WARRANTY ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, SMMS SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF SMMS CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES, THEN TO THE MAXIMUM EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE SHORTEST DURATION LEGALLY PERMISSIBLE AND TO PROVISION OF REPLACEMENT COMPONENTS, REPLACEMENT OF THE COVERED COMPONENTS OR THE PRODUCT, OR REFUND OF THE PURCHASE PRICE FOR THE PRODUCT (EXCLUDING ALL SHIPPING COSTS AND FEES) AS DETERMINED BY SMMS IN ITS SOLE DISCRETION. SMMS MAKES NO GUARANTEE OF ANY KIND OR NATURE, AND ANY GUARANTEE REQUIRED OR IMPLIED BY LAW SHALL BE LIMITED IN DURATION TO THE SHORTEST DURATION LEGALLY PERMISSIBLE AND TO PROVISION OF REPLACEMENT COMPONENTS, REPLACEMENT OF THE COVERED COMPONENTS OR THE PRODUCT, OR REFUND OF THE PURCHASE PRICE FOR THE PRODUCT (EXCLUDING ALL SHIPPING COSTS AND FEES), AS DETERMINED BY SMMS IN ITS SOLE DISCRETION.

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Warranty

EXCEPT AS PROVIDED IN THIS LIMITED WARRANTY AND TO THE EXTENT PERMITTED BY LAW, SMMS IS NOT RESPONSIBLE FOR ANY DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE, HOWSOEVER CAUSED. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS.

Without limiting the generality of the foregoing, Customer assumes all risk and liability for loss, damage or injury to Customer and Customer's property and to any third parties and their property arising out of the use, misuse or inability to use the Product not caused directly by the negligence of SMMS. Customer agrees and acknowledges that SMMS's disclaimers, exclusions, waivers and limitations of liability are reasonable in the circumstances and that SMMS would not enter into this transaction or offer any warranty at all if not for such disclaimers, exclusions, waivers and limitations. All disclaimers, exclusions, waivers, and limitations shall survive as long as legally permissible.

How does state law apply? Some countries, states and provinces do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so all of the above limitations or exclusions may not apply to Customer. In such circumstances this Limited Warranty shall be limited to the maximum extent permissible by law. This Limited Warranty gives Customer specific legal rights, and Customer may also have other rights that vary by country, state or province.

If any section, provision, clause, sentence or part thereof of this Limited Warranty is held to be void, invalid or unenforceable, it shall be deemed modified: first, in a way to carry out the intent of this Limited Warranty as originally written, and, second: to the minimum extent necessary to make it valid and enforceable, and the remainder shall not in any way be affected or impaired by such void, invalid or unenforceable provision. To the maximum extent allowable by law, Customer and SMMS hereby agree that this Limited Warranty shall be governed by and construed in accordance with the laws of the State of Montana, United States of America, without regard to its conflicts of laws provisions or the U.N. Convention on Contracts for the International Sale of Goods, and shall benefit SMMS, its successors and assigns. Any dispute or claim relating to this Limited Warranty shall be exclusively subject to jurisdiction and venue in the appropriate state or federal court located in Missoula County, State of Montana, United States of America, and SMMS and Customer expressly agree to waive all objections to personal jurisdiction and venue in any action, suit or proceeding so commenced.

The terms and conditions of this Limited Warranty, together with the separate agreement between Customer and SMMS or the SMMS authorized dealer related to the acquisition of the Product, along with the following documents (if applicable) shall make up the entire agreement between Customer and SMMS with respect to the Product: SMMS's Terms of Use Agreement, SMMS's Privacy Policy, and any applicable Rental Agreement, Waiver of Liability and Release, or Demo Agreement, Waiver of Liability and Release.

What if Customer has questions regarding this Limited Warranty?

Contact SMMS via the "Contact Us" link at www.finnscooters.com or at the following information:

SMMS, LLC
301 North First Street West
Missoula, MT 59802 USA
Telephone: (833) FINNDOG (1-833-346-6364)
Email: warranty@finnscooters.com