

# Rover E-Bikes Manufacturer Warranty 2021

All Rover electric bikes, Power Bikes and their individual Covered Components (as defined herein), are protected against all manufacturing defects in material or workmanship for one (1) year (with the exception of framework for (5) years.) after receipt of the E-bike by the customer (the "Warranty Period").(details of warranty per part show in Appendix (I)) This Limited Warranty is only applicable to Canadian E-bike purchases (purchases in the United States or the European Union shall be subject to the applicable warranty terms offered by Rover in those jurisdictions) and in accordance with the following terms:

- •Only the original owner of an E-bike purchased from Rover online or physical storefront is covered by this Limited Warranty. The Warranty Period begins upon your receipt of the E-bike and shall end immediately upon the earlier of the end of the Warranty Period any sale or transfer of the E-bike to another person, and under no circumstances shall the Limited Warranty apply to any subsequent owner or other transferee of the E-bike.
- The Limited Warranty is expressly limited to the replacement of a defective lithium ion battery (the "Battery"), frame, forks, stem, handlebar, headset, seat post, saddle, brakes, lights, bottom bracket, crank set, pedals, rims, wheel hub, freewheel, cassette, derailleur, shifter, motor, throttle, controller, wiring harness, LCD, display, kickstand, reflectors and hardware (each a "Covered Component").
- The Covered Components are warranted to be free of defects in materials and/or workmanship during the Warranty Period. In the event Rover determines a Covered Component is defective, Rover will, as your sole and exclusive remedy and in Rover's sole discretion:(a) repair the defective Covered Component or free of charge with new or refurbished parts; or (b) replace the defective Covered Component with a new Covered Component.

This Limited Warranty Does Not Cover:

- Normal wear and tear of any Covered Component.
- Consumables or normal wear and tear parts (including without limitation tires, tubes, brake pads, disc brakes, cables and housing, grips, chain and spokes).
- Any damage or defects to Covered Components resulting from failure to follow instructions in the E-bike owner's manual, acts of god, accident, misuse, neglect, abuse, commercial use, alterations, modification, improper assembly, installation of parts or accessories not originally intended or compatible with the E-bike as sold, operator error, water damage, extreme riding, stunt riding, or improper follow-up maintenance.

- For the avoidance of doubt, Rover will not be liable and/or responsible for any damage, failure or loss caused by any unauthorized service or use of unauthorized parts.
- The Battery is not warranted from damage resulting from power surges, use of an improper charger, improper maintenance or other such misuse, normal wear or water damage.
- Any products sold by Rover that are not an ebike.

DETERMINING WHETHER DAMAGE OR DEFECT TO AN E-BIKE OR COVERED COMPONENT IS PROTECTED BY THIS LIMITED WARRANTY SHALL BE IN THE SOLE DISCRETION OF BICI.

# Shipping Damage:

Damage to a Covered Component during shipping is not covered by this Limited Warranty, but Rover replace such damaged Covered Components if you:

- Notify Rover of a Covered Component damaged in the shipping process within thirty (10) days of your receipt of the E-bike;• Provide Rover with a dated picture of the damaged Covered Component;
- Return all original packaging and paperwork included with the E-bike at your sole cost, unless Rover agrees writing to pay your shipping costs; and
- Note any immediately recognizable damage on the shipper's Bill of Lading prior to signing off on the shipment. Shipping damage claims are very time sensitive and it is your responsibility to immediately inspect the E-bike for damage upon receipt. If you choose to set up your own independent shipping method, such as use of a freight forwarder or other similar service, Rover will not replace any Covered Components damaged during such shipping method.

# Credit Card Chargebacks:

If any E-bike purchase becomes subject to a credit card chargeback in any amount, and you are still in possession of the E-bike, then this Limited Warranty shall be invalidated until the credit card chargeback has been resolved.

### **CLAIMS PROCESS:**

ROVER ELECTRONIC BIKE WILL NOT REPLACE ANY COVERED COMPONENT UNDER THIS LIMITED WARRANTY WITHOUT FIRST SEEING PHOTOS OR VIDEO OF THE DAMAGED COVERED COMPONENT.

In order to exercise your right to receive a replacement for a Covered Component under this Limited Warranty, you must:

- Contact the BIC Technical Support by email at info@roverebike.ca The Technical Support will initially work with you on the problem with your ebike to identify potential simple fixes.
- If the Technical Support determines that a Covered Component must be replaced, they will provide you with a set of instructions for returning the defective Covered Component and receiving the replacement.
- After you receive the replacement Covered Component, the Technical Support will also help in determining how to replace or install the new Covered Component into your E-bike.
- You will be responsible for shipping costs associated with returning a Covered Component, unless Rover agrees in writing to pay for such shipping costs. Replacement Covered Components under this Rover Limited Warranty shall only be shipped to the address of the original purchaser.

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND RPB'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE E-BIKE, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM PROVINCE TO PROVINCE.

TO THE EXTENT PERMISSIBLE UNDER APPLICABLE LAW ROVER DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FOR THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

### Appendix I

Component	Manufacturer Warranty
Frame	5 years

Shifter	
Derailleur	
Battery	
Controller	2 years
Cable	
Motor	
Torque Sensor	
Headset	
Suspension Fork	
Hub	
Seat Post	1 Year
Handlebar	
Stem	
Headset Nut	
Seat Clamp	
Brake System	
Dropout Hanger	
Mudguard	
Kickstand	
Carrier	
Charger	
Monitor	
Front & Rail Light	