

# Porsche **eBike** Performance



## Warranty Terms

Terms and Conditions for Voluntary Manufacturer's Warranty

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# Terms and Conditions for Voluntary Manufacturer's Warranty

**In addition to the rights under these Terms and Conditions, the Customer is entitled to the statutory rights in the event of defects which may be asserted free of charge and are not limited by these Terms and Conditions.**

Porsche eBike Performance GmbH (hereinafter „Porsche eBike“) guarantees in accordance with these Terms and Conditions that the new drive systems (a) is free from defects in materials and workmanship for the warranty period specified below and (b) that batteries will still reach 80% of the specified charge capacity after 500 charge cycles. In order for the manufacturer's warranty (hereinafter „Warranty“) to apply the purchased new Product must be registered under [www.fazua.com/warranty](http://www.fazua.com/warranty) within three months of the date of purchase indicated on the original receipt. When the Product has been properly registered the customer will receive a confirmation email from Porsche eBike which the customer must keep in a safe place.

### 1. Warranty service

Porsche eBike will repair or replace free of charge, at its own discretion and in accordance with the following conditions, defective products or parts that are covered by this Warranty, and with respect to which the defect demonstrably occurs within the warranty period and the claim is also made within the warranty period.

Replaced Products or parts become the property of Porsche eBike. The Warranty does not give rise to other claims against Porsche eBike, i.e. for compensation. In particular, the customer is not entitled to a replacement product while the repair is being carried out.

### 2. Warranty period

The warranty period begins on the date of purchase (the date on the original receipt is decisive) and applies as follows:

- **24 months** if the Product/accessory was used exclusively for private purposes, i.e. not commercially or professionally; for systems, in particular engine units, until a maximum mileage of 20,000 km has been reached.
- **12 months** if the Product/accessory was used commercially and/or professionally; for systems, in particular engine units, until a maximum mileage of 20,000 km has been reached.

### 3. Restrictions and exclusions

The following conditions apply to the Warranty:

The Warranty is only valid if:

- a. the Product is purchased as a new Product and not as a pre-owned, demonstration or testing Product;
- b. the Product has been used properly and for its intended purpose;
- c. the Product has been maintained and cared for as recommended in the operating manual;
- d. the Product does not have any unauthorized attachments, conversions or other modifications;
- e. the customer or a third party has not attempted to open or repair the Product;
- f. there are no chemical or physical effects on the material surface of the Product that occurred from improper use, e.g. damage caused by incorrect cleaning or polishing agents;
- g. only original Porsche eBike spare parts and wearing parts have been used.

The Warranty does not apply to defects of the Product caused by:

- a. use of accessories not approved by Porsche eBike;
- b. improper operation, e.g. overheating, incorrect connection, short circuit or polarity reversal, cleaning with high-pressure cleaners or steam cleaners, deep discharge, overcharging or if the Product falls;
- c. negligent handling that has resulted in penetration of water or large amounts of moisture;
- d. accidents, modification of hardware or software, intentional damage or other circumstances attributable to the customer or the operator;
- e. defects or damage to a Product if the model and/or serial number has been replaced or is unreadable;
- f. if the Product has been used for commercial rental.

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## **4. Making claims under the Warranty**

In the event of a warranty claim, use of the Product must be discontinued immediately. The Product must be taken to an authorized FAZUA Certified Partner to make a warranty claim. The contact person for warranty services is always the FAZUA Certified Partner from whom the bike was purchased. In each case, the original receipt, a copy of the Porsche eBike product registration confirmation and - if possible - a description of the defect must be submitted.

Warranty services do not result in an extension of the warranty period, nor does a new warranty period commence.

Under no circumstances does this warranty cover travel costs or shipping costs incurred to transport the defective product to the FAZUA Certified Partner from whom the bike was purchased. The customer must bear any such costs.

## **5. Geographic scope of application**

This warranty only applies to Products purchased in the following countries:

All EU countries, United Kingdom, Switzerland, USA, Canada, Australia and New Zealand.

Porsche eBike does not provide a warranty for products purchased in other countries.

## **6. Applicable law**

This warranty is exclusively governed by the law of the Federal Republic of Germany, excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG). This choice of law does not result in you, as a consumer, being deprived of the protection afforded to you by provisions that may not be derogated from by agreement under the law of the country in which you have your habitual residence.

## **Porsche eBike Performance GmbH**

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