

WARRANTY AGREEMENT

EXTENT OF LIMITED WARRANTY

This warranty in no way replaces or is an extension of a complete bicycle manufacturer's warranty. Retailers and distributors for SR Suntour products are not authorized to modify this warranty in any way.

It is the consumer's responsibility to regularly examine the product to determine the need for normal service or replacement.

SR SUNTOUR, INC. ("warrantor") warrants that each **product** manufactured or furnished by **warrantor** will be free from defects in material and workmanship for a period of six (6) months to twenty four (24) months from the date of the first retail purchase of the **product** ("Limited Warranty"), the detail of warranted **SR SUNTOUR product** and its corresponding warranted period is listed as below. The **purchaser's** sole and exclusive remedy under this Limited Warranty for defects in the **product** shall be the repair or replacement, in **warrantor's** sole discretion, of the defective **product**, or components thereof. This Limited Warranty is made for the first retail **purchaser** of the **product** only and does not extend to any subsequent **purchaser** or any third parties. This Limited Warranty is non-transferable.

- Suspension forks, rear shocks, chain wheels, seat posts, gearboxes, and e-bike system (including motor, display, controller, and its components): 2 years.
- Cartridges dampers: 1 year
- Wear parts, such as plastic sleeves, rubber seals, o-rings, or any other parts designated by **warrantor**: 6 months

Warrantor may, at its discretion, repair or replace defective parts falling outside the warranty period, but such work shall not be deemed to be any admission of liability nor an extension of the warranty.

This is the only warranty made by **warrantor** and no employee, agent, or reseller of **warrantor** is authorized to make any other warranty on behalf of **warrantor**.

NOT COVERED BY WARRANTY

Accidents, neglect, misuse, abuse, improper use, lack of reasonable or proper maintenance, improper assembly, repairs improperly performed, replacement parts or accessories not conforming to **warrantor's** specifications, use exceeding the recommended and permitted limits of the **product**, specified in any manuals or other literature supplied by **warrantor**, on **warrantor's** website, or in accordance with the customs and practices of the bicycling industry, or not following this Limited Warranty procedure set forth herein. The manuals of the **product** can be found online at www.srsuntour.com.

Activities such as acrobatics, stunt riding, ramp riding, racing, and/or normal wear or deterioration occasioned by the use of the **product**. Items subject to normal wear or deterioration

include but are not limited to:

- Oil
- Dust Seals
- Air/oil sealing o-rings
- Transmission gears
- Foam rings
- Bottom out bumpers
- Chain rings
- Bushings
- Bearings
- Bearing races
- Pawls
- Gears
- Free hubs
- Motors
- Batteries
- Corrosion
- Piston bands
- Rubber moving parts
- Motors
- Tools
- Cartridges
- Stanchion (upper) tubes
- Rear shock mounting hardware and main seals
- Fasteners threads and heads
- Stripped threads/bolts (aluminium, titanium, magnesium or steel)
- Any **product** purchased from any entity other than **warrantor**, **warrantor's** OEM (original equipment manufacturer) customers, or **warrantor's** authorized retailers;
- Cosmetic issues, such as scratches, chips or colour deviations or damage caused in shipping or assembling the **product**;
- Any expenses related to the transportation of the **product** to or from an authorized service center, labor costs to remove the **product** from the bicycle, or compensation for loss of use while the **product** is being repaired;
- Any damage, cost or expense caused by unforeseen events or force majeure;
- The serial number of the **product** is altered, erased, defaced or otherwise subject to any tampering; or
- Any use of the **product** with a rental or leased bicycle or for any other commercial use.

PROCEDURE

In the event of an alleged defect covered by this Limited Warranty, **purchaser** shall contact the authorized retailer from which **purchaser** purchased the **product** to give specific and detailed notice of any non-conformities or defects regarding the **product**. Alternatively, a warranty claim can be presented via email to below listed customer service accounts, or it can be submitted through the **SR SUNTOUR** website at www.srsuntour.com:

- **Asien, Oceania:**
service@srsuntour-cycling.com
service@srsuntour.com.tw
- **China:**
service@srsuntour.com.cn
sr-service@srsuntour.com.cn
- **Europe, Africa:**
service@srsuntour-cycling.com
- **France:**
sav@srsuntour-cycling.com
- **North America, North America:**
service@srsuntourna.com
service@usulcorp.com

Any warranty claim must include:

- Overall photographs of the **product**, including detailed photographs of the serial number and alleged defect.
- A copy of the proof of purchase.
- A written description of the maintenance history of the **product**, the alleged defect, and an accident associated with this warranty claim.
- **Purchaser's** name, shipping address, phone number, and email.
- Any other information **purchaser** thinks is relevant to this warranty claim.

LIMITATION OF DAMAGES

Except as expressly provided by this Limited Warranty, **warrantor shall not be responsible for any incidental or consequential damages associated with the use or non-use of the product or a claim under this limited warranty, whether the claim is based on contract, tort or otherwise.** The foregoing statements of warranty are exclusive and in lieu of all other remedies or damages.

Disclaimer. Any implied warranty of merchantability or fitness for a particular purpose and all implied warranties arising from a course of dealing, usage of trade, by statute or otherwise, is hereby strictly limited to the term of this written warranty.

This Limited Warranty shall be the sole and exclusive remedy available to the **purchaser** with respect to this **product**. In the event of any alleged breach of any warranty or any legal action brought by the **purchaser** based on breach of warranty, alleged negligence or other tortious conduct by **warrantor**, the **purchaser's** sole and exclusive remedy will be repaired or replaced of defective parts or refund of the purchase price, as stated herein. In no event shall the liability of the **warrantor** for any matter, cause or thing whatsoever exceed the purchase price of the **product**.

APPLICABLE LAW

Any and all claims or disputes of whatever nature arising out of or otherwise relating to this Limited Warranty shall be governed by and construed in accordance with the local laws of Taiwan, Republic of China (ROC).

If there is a conflict between the local law and laws of Taiwan, Republic of China (ROC) with regards to the enforceability of this Warranty, the law of Taiwan, Republic of China (ROC) will prevail.

If some parts of this Limited Warranty is inconsistent and declared void by the local law of the PURCHASER, the remaining parts of this Limited Warranty which was not declared void will remain enforceable.

STATEMENT

This Limited Warranty was provided in a variety of languages, in the event of an error or conflict existed or found in its interpretation or translation among varied of languages versions, the English version shall prevail than other languages.