
BRAMMO

Enertia Warranty Policy

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Customer Satisfaction

BRAMMO is pleased to announce our official Warranty Service Policy. Product quality and customer satisfaction are critical ingredients to the success of BRAMMO. This information is designed as a tool to help you understand how to efficiently service our products by working with an authorized dealer near you or a BRAMMO Authorized Service Agent (BASA).

Should a question or problem arise concerning service and warranty which cannot be resolved by a BASA please contact BRAMMO headquarters directly. Our goal is to quickly resolve your problem.

BRAMMO and a list of your nearest BASAs can be located by visiting our website at www.BRAMMO.com

Should you have any further questions after visiting our website you can write or call:

BRAMMO Inc.
550 Clover Lane
Ashland, OR 97520

Tel: 1-888-48-BRAMMO

BRAMMO Warranty

BRAMMO warrants the Enertia under the terms of the owner's manual during the applicable warranty period from any defects in material and workmanship. If any such defect should be found within the applicable warranty period, BRAMMO has appointed a BASA near you for the servicing of those products and Parts under the manufacturer's warranty.

The BASA will perform warranty services on the Enertia after first ascertaining that the product is under warranty. Acceptable proofs of purchase for the purpose of establishing your warranty period include receipts issued to the customer at the time of sale from an approved BRAMMO dealer (such as invoiced or credit card receipts) or data retrieved from the BASA's electronic records. Acceptable proofs of purchase must contain the date of purchase of the product and a description of the product.

BRAMMO's Warranty Obligation

If any defect in material or workmanship should be found within the applicable BRAMMO warranty period specified in this booklet, BRAMMO's only obligation is to have the defect either repaired or replaced, at BRAMMO's option, with a new part or the equivalent without charge for parts and labor, at a authorized dealer if such defect is attributable to faulty material or workmanship at the time of manufacture. All parts removed under this limited warranty become the property of BRAMMO. At BRAMMO's sole option, warranty service may be made by replacing a larger component of which the defect is part, or with the owner's permission by replacing the vehicle. The owner is responsible for any repairs or replacements which are not covered by this limited warranty.

BRAMMO reserves the right to make improvements to, and/or change the design of any model at any time without obligation to make the same improvements or changes to models previously sold.

Items Not Covered By Warranty

Manufacturers Warranty

The warranty shall **NOT** apply to:

- a) normal maintenance and service, including, without limitation, adjustments to brakes, tire pressure and chain tension, due to wear and tear from operation the vehicle and not as a result of a defect in materials and workmanship;
- b) the replacement of normal wear parts, including without limitation, all rubber parts, bulbs, lenses, wires, cables, fuses, tires, tubes, brake linings, and chains, due to wear and tear from operation the vehicle and not as a result of a defect in materials and workmanship;
- c) any repairs or replacements required as a result of accidents or collision;
- d) any defects caused or repairs required as a result of abusive operation, negligence, accident, improper installation (modification) or inappropriate use as outlined in the owners manual;
- e) any products tampered with, modified, adjusted or repaired by any unauthorized party including the owner;
- f) any damage caused or resulting from the use of inappropriate tools;

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- h) any additional accessory installed by the owner which cause defect of additional parts;
 - i) any cosmetic damage to the surface or exterior;
 - j) any damage caused by external or environmental conditions such as abnormal weather, accidents, earthquake etc;
 - k) any product received without appropriate model and frame serial number identification;
 - l) any product used for rental, or racing purposes;
 - m) failure to use vehicle in the proper manner, maintenance, storage procedure in BRAMMO owner's manual (i.e. powercycle designed for "on the road use" and used as "off road vehicle").

Warranty period - under the regular use, the valid term of parts warranty list:

- a) *General Warranty* : 12 months
- b) *Batteries and Motor*: A longer warranty period may be provided by the battery and motor manufacturer. For specific details, contact BRAMMO customer service with your VIN to determine what is applicable for the batteries and motor in your Enertia.

LIMITATION OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY LAW, THE PRECEDING WARRANTY IS THE ONLY WARRANTY GIVEN BY BRAMMO FOR THE VEHICLE, AND THE VEHICLE OTHERWISE IS SOLD "AS IS". EXCEPT FOR THE WARRANTY EXPRESSLY STATED HEREIN, THE CUSTOMER AND NOT THE MANUFACTURER OR DEALER ASSUMES THE ENTIRE COST OF ALL NECESSARY SERVICING AND REPAIR SHOULD THE VEHICLE PROVE DEFECTIVE FOLLOWING ITS PURCHASE, AND THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE VEHICLE IS WITH THE CUSTOMER. BRAMMO MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY MAKES NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

BRAMMO IS NOT RESPONSIBLE FOR DIRECT, INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION ANY DAMAGES FROM LOSS OF USE OF THE VEHICLE. TO THE FULLEST EXTENT PERMITTED BY LAW, BRAMMO'S ENTIRE LIABILITY, WHETHER IN TORT, CONTRACT OR OTHERWISE, SHALL BE LIMITED TO REPAIR OR REPLACEMENT DURING THE APPLICABLE WARRANTY PERIOD OF DEFECTS IN MATERIAL OR WORKMANSHIP.

Notice to Consumers

The terms contained in this limited warranty are not intended to limit, modify, take away from, disclaim or exclude any warranty which by law cannot be limited, disclaimed or excluded. To the extent that any applicable law prohibits any term contained in this warrant, such term shall be considered severable and deemed to be deleted from this warranty.

Term for Demonstrators

For a vehicle which is used by an authorized dealer as a demonstrator, the applicable term of the manufacturers warranty begins on the first day the vehicle is used as a demonstrator. Any remaining portion of the warranty on a demonstrator vehicle may be transferred to a subsequent retail purchaser subject to the terms, conditions and exclusions contained in this limited warranty.

Qualification for Warranty

To qualify for this limited warranty:

- a) the vehicle must be removed from its shipping container, assembled and prepared for use by an authorized BRAMMO powercycle dealer; and serviced by a BASA.
- b) the sales registration card must be completed and mailed to BRAMMO within 30 days of delivery of the vehicle to the original purchaser.

Owners Warranty Responsibilities

It is the responsibility of each owner to:

- a) obtain from the authorized BRAMMO powercycle dealer from whom the vehicle was purchased;
 - I. a signed copy of the sales registration form; indicating the pre-delivery inspection has been completed in accordance with the manufacturers instructions; and
 - II. the appropriate owner's manual for the model of vehicle purchased;
- a) ensure, at his own expense, the vehicle has the maintenance service inspections specified in the owner's manual conducted by a BASA and to maintain adequate proof that such service inspections have been conducted; and,
- b) ensure that the BASA conducting the service inspections has certified the work of the "Service" pages of this powercycle owners manual.

Please Note: Your copy of the Sales Registration Form is your warranty identification document, which you may be required to present to obtain warranty service. If your warranty identification document should be lost or destroyed, consult your authorized BRAMMO powercycle dealer from whom the vehicle was purchased for instructions concerning replacement.

