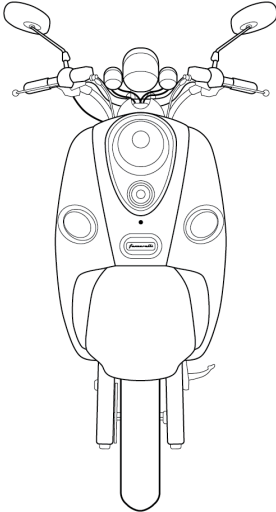
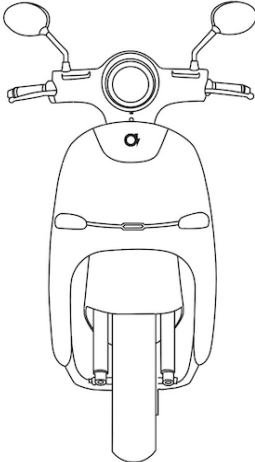
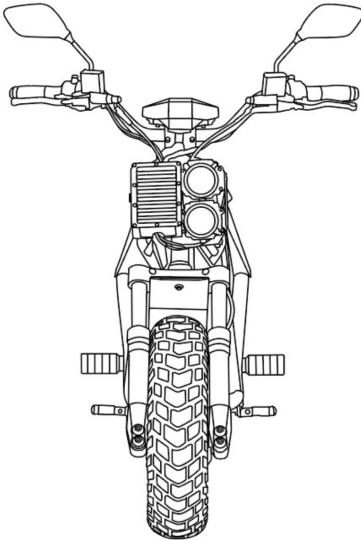


FONZ MOTO PTY LIMITED

LIMITED AUSTRALIAN
WARRANTY





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1 WARRANTY PROVIDER

1.1 This Australian warranty (**Warranty**) for the Fonzarelli Vehicle (**Vehicle**) is provided by Fonz Moto Pty Limited trading as Fonzarelli Bikes ABN 69 146 454 113 (**Fonz**).

1.2 Contact details for all Warranty claims:

Fonz Moto Pty Limited
Email: support@fonzarelli.co
1-19 Regent Street Redfern Sydney NSW 2016
Tel: 02 8520 3905
Web: <http://www.fonzmoto.com>

You should contact Fonz via email in the first instance.

2 WARRANTY

2.1 Subject to the terms of this Warranty, Fonz will repair or replace any defects in the materials or workmanship of the Vehicle that are notified to Fonzarelli during the warranty period as follows:

- (a) **Major Components** - a 24 month or 10,000 kilometre warranty on the battery pack, controller, gauge and motor; and
- (b) **General Components** – a 24 month or 10,000 kilometre warranty on all other components of the Fonz.

2.2 The warranty period commences on the date of first delivery of the Vehicle and continues until the earlier of the distance or time limit being reached.

2.3 Any components replaced under this Warranty will be warranted only for the balance of Warranty applicable to those party.

2.4 The Company acknowledges that the Australian Consumer Law and similar legislation provides certain rights for consumers that cannot be excluded, however to maximum



extent possible under law, Fonz excludes any and all conditions, warranties, terms and consumer guarantees implied by statute, general law or custom including without limitation the Australian Consumer Law applicable to any supply of a Fonz.

3 WHO IS PROTECTED UNDER THIS WARRANTY

- 3.1** This Warranty applies to the original owner of the Vehicle purchased in Australia.
- 3.2** This Warranty shall only apply to a subsequent owner for the balance of the warranty period if:
 - (a)** The original owner of the Vehicle notifies and/or confirms with Fonz that the Vehicle has been transferred to the new owner within 7 days of transfer;
 - (b)** The subsequent owner contacts “Fonz Moto Pty Limited” within 7 days of transfer of ownership and requests the transfer of warranty; and
 - (c)** The subsequent owner is not a motor vehicle dealer.

4 USING AND CARING FOR THE FONZ

- 4.1** Each Vehicle “Owner’s Manual” can be found online at fonzmoto.com/owners. The Owner’s Manual includes important information about the storage, operation and care of the Vehicle. The Vehicle must be used and maintained in accordance with the Fonz Moto Pty Limited Owner’s manual. Fonz reserves the right to reject any warranty claim if the problem has arisen from the rider’s failure to follow the reasonable requirements of the Fonz Moto Pty Limited.
- 4.2** The Vehicle should be ridden and stored carefully, and should only be used for on-road riding, unless otherwise stated in the Owner’s Manual. Any off-road use of the Vehicle may result in damage to the Vehicle which will not be covered by this Warranty.
- 4.3** It is critical that the Vehicle is serviced in accordance with the Service Schedule found online at fonzmoto.com/owners. Riding the Vehicle outside of the Service Schedule may result in damage to the Vehicle which will not be covered by this Warranty.
- 4.4** As Fonz vehicles are specialised and unique electric vehicles, Fonz recommends servicing by an approved service provider who is familiar with the vehicle. Where an approved service provider is not available within 50 kilometres of an owner’s residence, Fonz will supply the Owner’s chosen automotive (motorcycle) service provider with access to Fonz service documents to ensure that maintenance is undertaken to Fonz specification. The authorised service provider must contact Fonz to have the service documents supplied. Any installation or maintenance performed on the Vehicle that is not in accordance with the service procedures and/or Fonz Moto Pty Limited will not be covered by this Warranty.



- 4.5** To be covered by this Warranty, any modification to the Vehicle must be approved in advance in writing by Fonz.

5 MAKING A WARRANTY CLAIM

- 5.1** A claim under this Warranty (**Claim**) can only be made by the Owner of the Vehicle.

- 5.2** To make a Claim, the Owner must:

- (a)** Notify Fonz Moto Pty Limited by submitting a [Warranty Claim](#) form within 7 days of the first appearance of the defect or damage, with your Vehicle Identification Number (**VIN**) and date of purchase. If you do not have access to the warranty claim form you must request a printed copy to be sent to you.
- (b)** Following the submission of the Warranty Claim, the Vehicle must not be ridden or used unless deemed safe by Fonzarelli in writing;
- (c)** If so directed by Fonz, promptly take the Vehicle to the nearest service centre nominated by Fonz, or failing that, cooperate with Fonz to have the Vehicle assessed by an authorised representative (noting this may take several days or weeks, depending on the Owner's location and the nature of problem);
- (d)** If so directed by Fonz, promptly send the subject component by mail or courier to Fonz Australian service address.

- 5.3** When an owner makes a Claim, it is the Owner's responsibility to pay the necessary costs of transporting the Vehicle (or the componentry) for assessment. Where a Claim is valid, Fonzarelli shall reimburse the Owner for the fifteen minute assessment and repair work excluding transportation and other charges associated with having the claim assessed. Where a Claim is not valid, the Owner shall be responsible for such charges. For clarity, Fonz has no obligation to assess a Claim until the Vehicle (or componentry) is delivered to the appropriate place for assessment.

- 5.4** Where Fonz determines, acting reasonably, that a Vehicle (or the componentry) is defective or likely to have been defective due to a manufacturing defect, it shall provide the Owner with the appropriate remedy under this Warranty within 30 days (or such other reasonable time as required). Fonz may use new and/or reconditioned parts, in its absolute discretion, to bring the Vehicle back to an appropriate working standard having regard to the age and condition of the Vehicle.

- 5.5** Where Fonz determines, acting reasonably, that the Vehicle does not have a defect, or that a Claim is not valid, then the Owner must arrange return transportation within 7 business days.



- 5.6** By making a Claim, the Owner agrees that if that Claim is spurious or disingenuous, then the Owner shall indemnify Fonz for its reasonable costs in having assessed the Claim unnecessarily.
- 5.7** Under no circumstances shall Fonz be obligated to provide cash compensation to an owner, however Fonz may pay the Owner the fair market value of any repair or replacement in its absolute discretion.
- 5.8** In making a Claim, the Owner must not threaten, harass, abuse or intimidate any person at Fonz or their agents. Fonz reserves the right to refuse to deal with any person who behaves inappropriately, which includes refusing to assess a Claim. In such circumstances, the Owner will be required to nominate an alternative contact person in writing to deal with the Claim.
- 5.9** Any Claim made outside of the warranty period, or any defect or damage that materialises outside of, or is not assessed within, the warranty period shall be invalid and shall only be assessed at the discretion of Fonzarelli.

6 LIMITATIONS

- 6.1** This Warranty only covers usage of the Vehicle under normal operating conditions as set out in the Vehicle Owner's Manuals.
- 6.2** This Warranty shall not apply:
- (a)** Outside of the warranty period;
 - (b)** To normal wear and tear of the Vehicle and its componentry;
 - (c)** If the Vehicle have been mishandled, mistreated, misused, incorrectly stored, incorrectly transported or otherwise treated negligently after first purchase;
 - (d)** To any components, modifications or works, not supplied or installed by Fonz (or their authorised agents), and any resultant damage to other components as a result of such installations, modifications or works;
 - (e)** If the Vehicle (or any component) has been (or attempted to be) in any way modified, altered or re-programmed and/or re-purposed without the prior written approval of Fonz;
 - (f)** The Vehicle (or any componentry, including the battery) has likely been subject to extraordinary electrical events, such as surges or spikes;
 - (g)** The reported defect cannot be identified and/or substantiated after being returned to Fonz (or its nominated service provider); and/or



- (h) Any claim on this Warranty is not made in accordance with the terms and conditions of this Warranty.
- (i) If the defective Vehicle (or component) is not returned to Fonz (or its nominated service agent) for assessment within the warranty period.

6.3 In no circumstances does this Warranty apply to, nor is Fonz liable for, any consequential loss, loss of profits, loss of time, loss of income, foregone opportunities or any other indirect loss as a result of any defect or damage to the Vehicle, whether covered by this Warranty or not.

6.4 In all circumstances the maximum value of Fonz liability under this Warranty is capped at the fair market value of the subject Vehicle.

7 MISCELLANEOUS

7.1 No representation or warranty made by a seller of the Vehicle is binding upon Fonz in respect of this Warranty.

7.2 Any provision of this Warranty, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining terms of this Warranty.

7.3 In case of any dispute as to a Claim, an independent first-class international testing-institute in Australia shall be selected by Fonz to judge the Claim finally. All fees and expenses shall be born by the losing party, unless otherwise awarded. The final explanation right shall be borne by Fonz.

7.4 This Warranty is subject to the laws of New South Wales, Australia.