



# RGNT

MOTORCYCLES

WARRANTY TERMS AND CONDITIONS 2020

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# Warranty Terms and Conditions - 2020

## 1. Warranty parties and Territories covered

### 1.1. Warrantor

Warrantor is RGNT Electric AB, reg. no. 559221-5759 (from now referred to as: RGNT), whose principal place of residence and business is at Wallingatan 37, 11124 Stockholm, Sweden.

All Warranty related communication shall be done to [warranty@rgnt-motorcycles.com](mailto:warranty@rgnt-motorcycles.com) or in writing to Wallingatan 37, 11124, Stockholm.

### 1.2. Beneficiary

This Warranty applies to any owner of a RGNT Vehicle with a Delivery date within 2020 (the “Beneficiary”) with a valid Warranty Certificate.

### 1.3. Territories covered

This Warranty covers countries that are, in full, part of the European Union and Switzerland, United Kingdom and Norway. This Warranty is only valid and enforceable in these territories.

## 2. Warranty coverage and performance

### 2.1. Warranty costs

No additional cost is applicable for the Beneficiary to take part of this Warranty for the duration of the Warranty period.

### 2.2. Coverage

RGNT warrants that all Vehicles that are factory manufactured are without material and workmanship defects for the duration of this Warranty.

This Warranty covers parts including the; Power Pack, frame, swing arm, motor, motor controller, electrical components, brake components, fork, shock, wheels, and approved RGNT add-ons installed at the time of purchase by RGNT or by an approved RGNT third party.

### **2.3. Performance**

RGNT or a RGNT approved third party will at RGNTs discretion repair or replace any Vehicle, Power Pack, or parts found to be defective as determined by RGNT or approved third party, and that are covered by this Warranty.

### **3. Warranty Period**

The Warranty Period is two (2) years from the Delivery Date. The Delivery Date is the date when a RNGT authorised third party performs a pre-delivery inspection and delivers the motorcycle to the customer.

### **4. Warranty revoke conditions, exclusions and limitations**

#### **4.1. Revoke of Warranty**

The Warranty will not apply if the Vehicle's damages, malfunctions, or performance problems are caused by:

- An accident, misuse, mistreatment, fire, water, lightning or other acts of nature
- Theft, vandalism or other causes beyond reasonable control
- Intentional or deliberate damage, neglect or negligence
- Installation of parts or other change or modification to the Vehicle including the Power Pack that causes an alteration to the Vehicles specifications
- Change or modification to the Vehicle including the Power Pack which has been carried out by the Beneficiary, owner or other person or a third party not approved by RGNT
- The Vehicle or Power Packs are used for racing or competitive events
- The Vehicle or Power Packs are used for commercial or business activities, such as use as a rental vehicle
- Failure to follow Owner's Manual recommended maintenance requirements
- Use of spare parts or other substitution items which are not supplied or recommended by RGNT
- The VIN (Vehicle identification Number) or Serial Number has been removed or is unreadable in any way

#### **4.2. Exclusions**

In addition this Warranty does not cover:

- The cost of parts and labour involved in any routine care and maintenance
- The cost of parts and labour involved in the replacement of parts or fluids due to normal wear and tear - including but not limited to; corrosion or paint defects, tires, brake pads and rotors, fork seals, grips, foot pegs, light bulbs, fluids, and seat
- Vehicles or parts that are not imported or distributed by RGNT
- Vehicles that are so severely damaged that they are declared a total loss by an insurer
- Any cosmetic concerns

- Aftermarket parts

### **4.3. Additional Power Pack exclusions**

There is a natural reduction in capacity of the Power Pack and its components that occur over time and due to use of the Power Pack. RGNT will only repair or replace a Power Pack if the reduction of the nominal storage capacity is greater than 30% compared to the issued capacity.

This Warranty is revoked if:

- The installation or use of any charger not sold or approved by RGNT
- The Power Pack has been short-circuited
- The Power Pack encasement seals are broken
- The battery cells are broken
- The battery has been used in any other equipment than the Vehicle
- Storing and/or leaving the Power Pack at a charge state below 30% of full capacity for more than 30 days

### **4.4. Other limitations**

RGNT reserves the right to improve the design of the Vehicle, Power Pack or other parts without being obligated to incorporate this improvements to previously manufactured or sold Vehicles.

This Warranty does not cover any and all incidental, special, or consequential damages relating to your Vehicle, including but not limited to loss of; value, income, time, use, commercial or personal property or income or earnings, distress or harm, transportation or lodging expenses, towing, roadside assistance, rental, incidental charges.

RGNT shall not be liable for any direct damages in an amount exceeding the market value at the time of the claim.

## **5. Beneficiaries responsibilities**

It is the responsibility of the Beneficiary to take part of and understand this Warranty and all other material and training needed to operate the Vehicle in a way that ensures the Beneficiary is entitled to the Warranty claims. This includes taking part of and using the Vehicle in accordance to the Owner's Manual.

The Beneficiary shall:

- Learn and follow all local Laws governing the operations of a motorcycle
- Perform all care and maintenance activities as described in the Owner's Manual
- Transfer the Owner's Manual and this Warranty if the Vehicle ownership or operational responsibility is transferred to another person or legal entity. All

ownership transfers shall be reported as soon as possible after the transfer to [warranty@rgnt-motorcycles.com](mailto:warranty@rgnt-motorcycles.com)

## **6. Claims process and obtaining Warranty service**

You make a claim at [warranty@rgnt-motorcycles.com](mailto:warranty@rgnt-motorcycles.com). The claim shall include a detailed description of your claim. It shall also include (1) owners name and contact information (2) images of your Vehicle helping to determine the repair or replacement needed, (3) and the Vehicle serial number.

Claims shall be done as soon as possible after discovery of the defect. All claims received by RGNT or approved third party after the Warranty period is not enforced by this Warranty.

RGNT retains the right to decide how, when and where the service, repair or replacement will be done. The options of where include but in not limited to; at your home, at a RGNT facility, or at an approved third party. The communication of each specific claim proceedings is done by RGNT or approved third party to the Beneficiary using the contact information provided in the claim.

## **7. Sole remedy and Governing Law**

### **7.1. Sole remedy**

This Warranty is the Beneficiaries sole and exclusive remedy against RGNT and RGNTs sole and exclusive obligation in respect of defects in the Vehicle.

Implied and expressed warranties and conditions arising under applicable Laws or in equity, if any, including, but not limited to, implied warranties and conditions of merchantability, fitness for a particular purpose or durability are disclaimed to the fullest extent allowable by Law.

RGNT does not assume or authorise any person to assume any other obligation or liability on its behalf.

### **7.2. Governing Law.**

This Warranty agreement is governed, interpreted and performed in accordance with Swedish Law. In the absence of an amicable agreement between the RGNT, the Beneficiary or other parties, the resolution of any dispute or disagreement of any kind between the RGNT, the Beneficiary or other parties with regard to the interpretation, performance, non-performance or termination of this Warranty agreement will be referred to the exclusive jurisdiction of the Stockholm Chamber of Commerce, even in the case of urgent proceedings, interim proceedings, protective measures, the existence of multiple defendants or where a third party is joined to the proceedings. The language used in proceedings is English or Swedish.

**RGNT Electric AB**

Stockholm, 2020

## **Appendix 1: Definitions**

“Beneficiary” is defined in section 1.2

“Delivery date” means the date when a RNGT authorised third party performs a pre-delivery inspection and delivers the motorcycle to the customer.

"Law" means (a) any law (including the common law), statute, bylaw, rule, regulation, order, ordinance, treaty, decree, judgment, and (b) any official directive, protocol, code, guideline, notice, approval, order, policy, or other requirement of any Governmental Authority having the force of law.

“Owners Manual” is the manual provided upon sales or other transfer of the Vehicle or by other means and found on [rgnt-motorcycles.com](http://rgnt-motorcycles.com)

“Power Pack” means all the components that makes up the self-contained unit which stores and supplies electrical power, including but not limited to the batteries, encasing, and electrical steering unit.

“Serial Number” means the identification number found on the frame

“Vehicle” and “Vehicles” means the RGNT No.1 Electric Motorcycle as specified by the Owners Manual

“Warranty” means all terms and conditions laid out in this agreement. No other additional terms or conditions outside of this agreement is included in the Warranty.

“Warranty Certificate” means the electronic document provided by RGNT to the Beneficiary or owner at the sales or other transfer or the Vehicle.