



## **DEVS Standard Warranty** **Effective from and last updated 3 June 2024**

**Applicable only in the Czech Republic, Germany and Austria (“The Territories”)**

### **1. Who is the Warrantor and what is covered?**

1.1. Rocketman s.r.o. (“we”, “our”, “us”, “The Warrantor”) warrants that, dependent on the exclusions and limitations set out beneath, the electric motorcycle (the “Product”) purchased by you (excluding the Battery Pack - see below) will be without defects in materials and workmanship when used ordinarily in accordance with our published guidelines. The standard period is during the time period of two (2) years or 40,000 km (whichever comes first) from the date of delivery (the “Warranty Period”). The guarantee is limited to three (3) months or 5,000 km in case the Product is 'used' (we define 'used' as being already registered for more than 3 months).

1.2 References to “you” or “your” mean the buyer of the Product.

1.3 The battery pack (the “Battery Pack”) is a consumable item and as such is subject to special exclusions and limitations set out beneath.

1.4 Our published guidelines include, but are not restricted to, information included on our website, [www.devs.bike](http://www.devs.bike) and in the supplied user manuals. In the event that the Product does not meet the warranty standard to our reasonable satisfaction, we will within a commercially reasonable time, free of charge, either repair or replace the Product as described beneath.

1.5 This Standard Warranty is only valid and enforceable in the Territories.

### **2. Making a Warranty claim**

2.1 If you wish to make a warranty claim, please contact us at Rocketman s.r.o., Trojanova 343/16, 120 00 Prague 2, Czech Republic or [mail@devs.bike](mailto:mail@devs.bike). Please include the serial number of your Product. Our company will look after you through the process involved in a claim.

2.2 Any Warranty claim is subject to you alerting us of the alleged defect within a reasonable time of it coming to your notice and, in any case, by no later than the expiration of the Warranty Period.



2.3 To obtain warranty service, you must notify us within the applicable Warranty Period. The location of the nearest service point may be obtained by emailing [mail@devs.bike](mailto:mail@devs.bike) or contacting us during office hours. Service locations are subject to change at any time and without prior notice.

2.4 We have the right at any time during the Warranty Period to revise prices to take into account increases in expenses including, without restriction, costs of any materials, carriage, labour or the increase or imposition of any tax, duty or other levy and any fluctuation in exchange rates.

### 3. Warranty coverage

3.1 If a claim is received by us within the Warranty Period and the Product is found to have failed under the Warranty we will, at our option:

- send a mobile engineer to attend your Product at your home for warranty purposes;
- provide remote advice;
- exchange parts in the Product with parts that are new or which have been manufactured from new or serviceable used parts and is at least functionally equivalent to the original parts, or
- exchange the Product with a new and upgraded model.

3.2 In all cases, the Warranty includes the costs of parts and labour, but excludes costs related to the transport of the Product to/from the service point, any transport costs, taxes and duties on replacement parts, as well as any local taxes that may arise during the provision of the warranty repair.

3.3 The Product's lithium-ion battery (the "Battery Pack") is a consumable item and is backed by special limited conditions. If the Battery Pack falls below 70% capacity during the first 6 months from the date of delivery, we will repair the unit or replace it with a factory reconditioned unit that has an energy capacity at least equal to that of the original Battery Pack before the failure occurred.

3.4 Pay attention to the state of the Battery Pack and conditions under which its Warranty is voided:

- Damage resulting from a collision or accident, or the servicing or opening of the Battery by non-authorized staff, is not covered under Warranty.
- Damage resulting from exposing the battery to flames, temperatures above 60C or lower than -30C for more than 24 consecutive hours, leaving the pack at a low state of charge for more than 6 weeks without charging, charging or discharging outside the permitted range of 0C-40C, or flooding the battery are not covered under Warranty.
- Expected loss of battery energy over time according to the manufacturer's published datasheets or by use is normal and is not covered under Warranty.

3.5 The Warranty is transferable in the same Territory at no cost to any persons who subsequently and lawfully assume ownership. However, part(s) repaired or replaced during the Warranty Period will be warranted for the remainder of the primary Warranty Period, or for ninety (90) days from the date of repair or replacement, whichever is longer.



3.6 Any implied warranties applicable under the laws of any country will be restricted to the Warranty Period. This warranty gives you specific legal rights, and you may also have other rights that vary by country.

3.7 Replacement or repaired products, as applicable, will be shipped as soon as commercially possible. All parts of the Product or other equipment that we replace will become our property. If the Product is discovered not to be covered by Warranty, we reserve the right to levy a handling fee. When repairing or replacing the Product, we may use products or parts that are new, as-new or reconditioned.

#### 4. What is excluded?

4.1 Unless agreed in writing, the Warranty will not apply if the defect(s) relate to: (i) normal wear and tear (including, without restriction, wear and tear of batteries), (ii) defects caused by rough or inappropriate handling or use or harm caused by accident, misuse, mistreatment, fire, water, lightning or other acts of nature, including submission in water (iii) the reality that the battery has been short-circuited, if the seals of the battery envelopment or the cells are broken or show evidence of change of state or if the battery has been used in equipment other than the Product, (iv) non-compliance with the Product instructions, (v) intentional or deliberate damage, neglect or negligence; (vi) use of spare parts or other substitution items (including consumables) which are not supplied or recommended by us; (vii) any change or modification to the Product which has been carried out by you or a third party not approved by us, (viii) any failure to adequately parcel the Product for transportation, (ix) theft, vandalism, act of God, overloading, towing, and (x) other causes beyond our reasonable control. In addition, this warranty does not cover any corrosion or paint defects, tyres, brakes, connectors. windshield cracks and maintenance services.

4.2 This Warranty will be nullified if (i) the Product's serial number has been removed or is illegible in any way (as determined by our sole judgment), or (ii) the VIN defaced or altered or the odometer or other related system disconnected, altered or rendered inoperative so that it is difficult to determine the VIN number or actual distance travelled, or (iii) that have been determined to be a total loss by an insurance company, or (iv) you are in breach of the terms of this Warranty or your written agreement with us.

4.3 We hereby disclaim any and all indirect, incidental, special and consequential damages arising out of or relating to your vehicle, including, but not limited to, transportation, loss of vehicle value, loss of time, loss of income, loss of use, loss of personal or commercial property, inconvenience or aggravation, emotional distress or harm, commercial loss (including but not limited to lost profits or earnings), towing charges, bus fares, vehicle rental, service call charges, gasoline expenses, lodging expenses, damage to tow vehicle, and incidental charges such as telephone calls, facsimile transmissions, and mailing expenses. We shall not be liable for any direct damages in an amount that exceeds the fair market value of the vehicle at the time of the claim.



## 5. Lone remedy and dispute resolution

5.1 This Warranty is your sole and exclusive remedy against Rocketman s.r.o. and Rocketman s.r.o.'s sole and exclusive obligation in respect of defects in the Product. Implied and express 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.

5.2 This Warranty supersedes all other Rocketman s.r.o.'s warranties and liabilities, whether oral, written, (non-mandatory) statutory, contractual, in tort or other, including, without restriction, and where allowed by applicable law, any implied conditions, warranties or other terms as to adequate quality or fitness for purpose.

5.3 The performance of the necessary repairs and parts replacement by us is the exclusive remedy under this Warranty or any implied warranties.

5.4 This Warranty is governed by the laws of the Czech Republic.

5.5 In the event any disputes, differences or controversies arise between you and Rocketman s.r.o. related to this Warranty, we will explore all possibilities for an amicable settlement. In case an amicable settlement is not reached, We offer a dispute settlement program through the Czech Arbitration Court. We require that you submit your dispute to us and wait for a decision to be issued prior to pursuing any other remedy.

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**END**