



Fonzarelli
Warranty

V4 02.19



Fonzarelli Bikes Limited Australian Warranty

1 WARRANTY PROVIDER

1.1 This Australian warranty (**Warranty**) for the Fonzarelli Electric Motor Scooter (**Fonz**) is provided by Electric Scooter Co Pty Ltd trading as Fonzarelli Bikes ABN 69 146 454 113 (**Fonzarelli**).

1.2 Contact details for all Warranty claims:

Fonzarelli Bikes
Email: warranty@fonzarelli.co
1-19 Regent Street, Redfern NSW 2016
Tel: 02 8520 3905
Web: <http://www.fonzarelli.co>

You should contact Fonzarelli via email in the first instance.

2 WARRANTY

2.1 Subject to the terms of this Warranty, Fonzarelli will repair or replace any defects in the materials or workmanship of the Fonz 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 12 month or 5,000 kilometre warranty on all other components of the Fonz.

2.2 The warranty period commences on the date of first delivery of the Fonz 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, Fonzarelli 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 Fonz 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 Fonz notifies and/or confirms with Fonzarelli that the Fonz has been transferred to the new owner;
- (b)** The subsequent owner is provided the "Owners Manual" by the transferring owner; and
- (c)** The subsequent owner is not a motor dealer.

4 USING AND CARING FOR YOUR FONZARELLI

4.1 Each Fonz is supplied with an electronic Fonzarelli Owners Manual which includes important information about the storage, operation and care of the Fonz. The Fonz must be used and maintained in accordance with the Owners Manual. Fonzarelli 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 Owners Manual.

4.2 The Fonz should be ridden and stored carefully in accordance with the owners manual, and should only be used for on-road riding. Any off-road use of the Fonz may result in damage to the Fonz which will not be covered by this Warranty.

4.3 It is critical that the Fonz is serviced in accordance with the Fonzarelli Service Schedule, found in the Owners Manual. Riding the Fonz outside of the Service Schedule may result in damage to the Fonz which will not be covered by this Warranty.

4.4 Fonzarelli recommends servicing by a Fonzarelli Recommended Service Provider, who is familiar with the Fonz. Where an approved service provider is not available within 50 kilometres of an owner's residence, Fonzarelli will supply the owner's chosen automotive (motorcycle) service provider with the Fonzarelli service FAQ documents to ensure that maintenance is undertaken to Fonzarelli specification. The authorised repairer must contact Fonzarelli to have the service documents supplied. Any installation or maintenance performed on the Fonz that is not in accordance with the Scheduled Service Procedures and/or Owners Manual will not be covered by this Warranty.

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

5 MAKING A WARRANTY CLAIM

5.1 A claim under this Warranty (**Claim**) can only be made by the owner of the Fonz.

5.2 To make a Claim, the owner must:

- (a) Notify Fonzarelli by completing the [Fonzarelli Warranty Claim Form](#) of the subject defect or damage within 7 days of its first appearance;
- (b) Following the written notice, the Fonz must not be ridden or used unless deemed safe by Fonzarelli in writing;
- (c) If so directed by Fonzarelli, promptly take the Fonz to the nearest service centre nominated by Fonzarelli, or failing that, cooperate with Fonzarelli to have the Fonz assessed by an authorised Fonzarelli 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 Fonzarelli, promptly send the subject component by mail or courier to Fonzarelli's 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 Fonz (or the componentry) for assessment. Where a Claim is valid, Fonzarelli shall reimburse the owner for any assessment, service, transportation and other charges associated with having the claim assessed to the agreed Fonzarelli value following assessment of the claim. Where a Claim is not valid, the owner shall be responsible for such charges. For clarity, Fonzarelli has no obligation to assess a Claim until the Fonz (or componentry) is delivered to the appropriate place for assessment.

5.4 Where Fonzarelli determines, acting reasonably, that a Fonz (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). Fonzarelli may use new and/or reconditioned parts, in its absolute discretion, to bring the Fonz back to an appropriate working standard having regard to the age and condition of the Fonz.

5.5 Where Fonzarelli determines, acting reasonably, that the Fonz does not have a defect, or that a Claim is not valid, then the owner must arrange return transportation.

5.6 By making a Claim, the owner agrees that if that Claim is spurious or disingenuous, then the owner shall indemnify Fonzarelli for its reasonable costs in having assessed the Claim unnecessarily.

5.7 Under no circumstances shall Fonzarelli be obligated to provide cash compensation to an owner, however Fonzarelli 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 Fonzarelli or their agents. Fonzarelli reserves the right to refuse 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 Fonzarelli.

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 as the discretion of Fonzarelli.

6 LIMITATIONS

6.1 This Warranty only covers usage of the Fonz under normal operating conditions as set out in the Owners Manual.

6.2 This Warranty shall not apply:

- (a)** Outside of the warranty period;
- (b)** To normal wear and tear of the Fonz and its componentry;
- (c)** If the Fonz 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 Fonzarelli (or their authorised agents), and any resultant damage to other components as a result of such installations, modifications or works;
- (e)** If the Fonz (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 Fonzarelli;
- (f)** The Fonz (or any componentry, including the PowerPack) 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 Fonzarelli (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 Fonz (or component) is not returned to Fonzarelli (or its nominated service agent) for assessment within the warranty period.

6.3 In no circumstances does this Warranty apply to, nor is Fonzarelli 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 Fonz, whether covered by this Warranty or not.

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

7 MISCELLANEOUS

7.1 No representation or warranty made by a seller of the Fonz is binding upon Fonzarelli 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 Fonzarelli 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 Fonzarelli.

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