

GENZE 2.0 LIMITED WARRANTY

Mahindra Tractor Assembly Inc d/b/a Mahindra GenZe (hereinafter “GenZe”) provides the following limited product and performance warranties (the “Warranty”) to each GenZe 2.0 (“Scooter”) owner when purchased directly from GenZe, or an authorized retailer, that the Scooter is complete and that the functional parts will be free of defects for the periods and under the terms indicated below.

GENERAL

Warranty Period

- This Warranty begins on the first day you, as a retail purchaser, take possession, or register your Scooter (whichever is earlier). The Warranty period is for three (3) years or 5,400 miles, whichever comes first.
- Parts repaired or replaced under this Warranty are covered only until the Warranty period ends, or as otherwise provided by applicable law

Extension of Warranty

- Additional plans cannot be purchased to extend coverage.

Transferrable Warranty

- The Warranty stays with the Scooter with which it was originally purchased. The Warranty cannot be transferred to another scooter. However, it can be transferred (at no cost) to a subsequent owner of the Scooter.
- Warranty coverage is transferable to the next owner of your Scooter at no additional cost.
- The original owner of record, as documented on the Scooter’s Manufacturer’s Certificate of Origin, is responsible for conveying the Starter PIN, the website link for the GenZe 2.0 Owner’s Manual (the “Owner’s Manual”) and all safety warnings, Manufacturer’s Certificate of Origin or Title, instructions, and Warranty information if the Scooter is sold or otherwise transferred to another person.
- Subsequent owners must notify GenZe of any change in the ownership of the Scooter and provide GenZe with documentation of such change. Subsequent owners can present such notice and documentation to any GenZe Technical Center so that GenZe can update its records. Proof of ownership (Manufacturer’s Certificate of Origin or Title) must be provided by the prior owner to the subsequent owner in order for the subsequent owner to effect the transfer of the Warranty.
- Customer and the subsequent owner of the Scooter agree to hold GenZe harmless and indemnify it from and against any claim or loss asserted by Customer and any subsequent owners as it relates to any claims of ownership of the Scooter.

Obtaining Warranty Service

- In order to obtain Warranty service, call 1-855-GO GENZE (1-855-464-3693), or take your Scooter (at your discretion) to an authorized GenZe retailer and/or GenZe Technical Center for diagnosis. A GenZe Service Technician will determine if you have an issue that is covered by the Warranty.
- Only authorized GenZe Technical Centers are able to offer Warranty service. However under certain conditions, in the sole discretion of GenZe, and only with written pre-authorization from GenZe, Warranty repairs may be performed by a third-party repair facility.
- GenZe provides Warranty service within its Local Service Areas (“LSAs”). If you require service while outside any of GenZe’s LSAs, you must call GenZe to coordinate service, at the discretion of GenZe Technical Service.
- A GenZe Technical Service Representative must confirm all special-case exemptions to the Warranty policies in writing. Verbal statements will not be treated as authorized or as a binding agreement.

- We request that you have your Scooter serviced at a GenZe Technical Service Center. If you decide to maintain it yourself, or have it maintained/serviced by an independent repair facility, we recommend using genuine GenZe parts. Be aware, however, that service performed independently from GenZe may result in the voidance of the Warranty.

Maintenance Exclusion

- Maintenance is not included with the Scooter. These expenses are the Customer's responsibility.

Recommended Maintenance Schedule

- Please see the maintenance section of your Owner's Manual. The recommended maintenance detailed in the maintenance section is based on average riding conditions. More frequent service may be necessary if you ride in unusually wet, salty or dusty areas or often at full throttle or on rough surfaces.

No Deductible

- There is no deductible required for repairs covered under the Warranty.

Genuine GenZe Replacement Parts

- Warranty repairs are to be performed by GenZe Trained Technicians who use only genuine GenZe parts. This will insure that your Scooter is returned to the level of performance you experienced before the problem occurred.
- Warranty repairs may be completed using genuine GenZe reconditioned parts. These parts, as with parts used on all Warranty repairs, are covered only until the warranty period ends, or as otherwise provided by applicable law.

SPECIFICS

Covered Items

- The Warranty covers the repair or replacement, at GenZe's option, of any part that is defective in material or factory workmanship under normal use for the applicable Warranty period. Regular required maintenance or replacement of expendable maintenance items are not covered by the Warranty.

Extent of Coverage

- Warranty service will only be performed within GenZe LSAs.
- GenZe may change or improve the design of any GenZe scooter, battery pack, or any other GenZe parts at any time, without assuming any obligation to modify any GenZe Scooters or other products previously manufactured or sold.
- The frame of your Scooter is cast from high-quality aluminum. Inherent to this casting process are unique surface properties that may vary from scooter to scooter. These should be considered a normal characteristic of the GenZe 2.0 Scooter.

Battery Warranty

- The battery on the Scooter is warranted for three (3) years, or 5,400 miles (which ever comes first). The terms of this battery warranty are set forth in this Section.
- If your battery requires Warranty service, GenZe will (at its sole discretion) repair the battery, or replace it with a factory-reconditioned battery that has an energy capacity equal to, or better than, that of the original battery when the failure occurred.

- Due to the battery chemistry, there is a normal, expected reduction in range/capacity that battery packs can yield over time and usage. Depending on use and storage conditions, battery capacity (and resultant range) will diminish during the duration of this Warranty period. GenZe will only repair or replace a battery pack that exhibits a nominal storage capacity reduction of greater than 20% of the published nominal capacity, as measured by an authorized GenZe Technician during the Warranty period.

What your Scooter and Battery Warranties do not Cover

The following are not included as part of the Warranty:

- Official GenZe Accessories, tires and apparel which may be covered under their own warranties (if applicable).
- The cost of parts and labor involved in any routine care and maintenance and/or the replacement of parts due to normal wear and tear, use, or deterioration, including but not limited to: tires, brake pads and rotors, fork seals, grips and the seat seating surfaces.
- The replacement of brake fluids.
- Any cosmetic concerns that arise as a result of accidents, environmental conditions (including acid rain, volcanic ash, sea salt, bird droppings, hail and/or UV exposure), owner misuse, overloading, use as a tow vehicle, lack of routine care and maintenance, and/or other improper use.
- Damage, malfunctions, or performance problems caused by aftermarket accessories installed on a GenZe scooter by someone other than an authorized GenZe Technician.
- Damage, malfunctions, or performance problems caused by any modification of the Scooter or the improper repair or installation of any parts not sold or approved by GenZe.
- Damage, malfunctions, or performance problems caused by fire, collision, accident, or improper storage.

Customer responsibilities

- As the owner of a Scooter covered by this Warranty, it is your responsibility to read, understand and comply with the Owner's Manual, this Warranty and all product warnings before operating your Scooter. Serious injury or death can result from improper operation or failure to observe warnings and safety instructions on any scooter.
- When outside of a GenZe LSA you must obtain written authorization from a GenZe Technical Service Representative to have Warranty or service work performed by a third party repair facility.

Further, it is the Customer's Responsibility to:

- Perform all appropriate and recommended routine care and maintenance as outlined in the Owner's Manual.
- Learn and obey all federal, state, and local laws governing the operation of the Scooter as required where you live and operate the Scooter.
- Wear proper safety equipment and clothing at all times when operating the Scooter, including but not limited to helmet, goggles and appropriate footwear.
- Further, this Warranty only covers the Scooter if operated according to "proper use" and under normal operating conditions.
 - "Proper use" means only the use of the Scooter in the manner intended, and/or described in the Owner's Manual and Scooter labels.
 - "Proper use" also means abiding by all applicable local laws and regulations.
 - "Proper use" also means recharging the battery, whether in storage or regular use, at least every thirty (30) days.
 - "Proper Use" also assumes that this Scooter is being used as a personal transportation scooter and not as a commercial or shared-use scooter.

Voiding the Warranty

- The Warranty will be voided with avoidable, continued operation of the Scooter after a warning light, gauge reading, or other warning indicates a serious mechanical or operational problem.
- Scooters severely damaged or declared to be a total loss by an insurer, or Scooters substantially reassembled from or repaired with parts obtained from another used scooter, will not be covered under this Warranty.
- Exposing the Scooter or battery to ambient temperatures above 120°F (49°C) or below -22°F (-30°C) for more than 24 hours at a time will void the Warranty.
- Subjecting the Scooter to flood water, windstorms, hailstorms or other similar occurrences will void the Warranty
- Immersion of the Scooter in any liquid medium will void the Warranty.
- Attempting to alter the programming of any GenZe electronic system will void the Warranty.
- Failure to do routine maintenance, or doing maintenance in a time period substantially beyond the recommended service interval, will void the Warranty.

Warranty Voidance Specific to the Battery

In addition to the actions set forth above which will void the Warranty, the battery warranty will be voided in the event the following actions occur:

- Damage resulting from intentional abuse (including intentionally ignoring active Scooter warnings), a collision or accident, or opening of the battery case by non-GenZe personnel, will void the Warranty.
- Exposing the battery to direct flame or the immersion of the battery in any liquid medium will void the Warranty.
- Dropping the battery onto hard surfaces, sufficient to crack the outer casing will void the Warranty. If you drop the battery and the outer casing does not crack, you should contact GenZe to have the battery inspected.

MISCELLANEOUS

Disclaimers

THIS WARRANTY DOES NOT COVER NORMAL WEAR AND TEAR, SHIPPING DAMAGE, UNAUTHORIZED ALTERATIONS, MODIFICATIONS, ACCIDENTAL DAMAGE AND DAMAGE FROM MISUSE OR NEGLECT.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW AND THE LIMITED PRODUCT AND PERFORMANCE WARRANTIES INCLUDED ABOVE, THE FOREGOING REMEDIES STATE GENZE'S SOLE AND EXCLUSIVE OBLIGATION AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FOR A BREACH OF THE FOREGOING LIMITED WARRANTIES.

THE LIMITED WARRANTIES SET FORTH HEREIN ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR APPLICATION AND ALL OTHER WARRANTIES OR OBLIGATIONS ON THE PART OF GENZE. SOME JURISDICTIONS LIMIT OR PROHIBIT DISCLAIMERS OF WARRANTY, SO THE ABOVE DISCLAIMER MAY NOT APPLY TO THE EXTENT SUCH LIMITATIONS OR PROHIBITIONS APPLY.

Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GENZE HEREBY DISCLAIMS, AND SHALL HAVE NO RESPONSIBILITY OR LIABILITY WHATSOEVER FOR, DAMAGE OR INJURY TO PERSONS OR PROPERTY OR FOR OTHER LOSS OR INJURY RESULTING FROM ANY CAUSE WHATSOEVER ARISING OUT OF OR RELATED TO THE SCOOTER OR ANY OF GENZE'S OTHER PRODUCTS OR THEIR USE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, UNDER

NO CIRCUMSTANCES SHALL GENZE BE LIABLE TO CUSTOMER, OR TO ANY THIRD PARTY CLAIMING THROUGH OR UNDER CUSTOMER, FOR ANY LOST PROFITS, LOSS OF USE, OR EQUIPMENT DOWNTIME, OR FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY KIND, HOWSOEVER ARISING, RELATED TO THE SCOOTER OR ANY OF GENZE'S OTHER PRODUCTS, EVEN IF GENZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GENZE'S AGGREGATE LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO GENZE BY CUSTOMER FOR THE SCOOTER AND OTHER PRODUCTS. CUSTOMER ACKNOWLEDGES THAT THE FOREGOING LIMITATIONS ON LIABILITY ARE AN ESSENTIAL ELEMENT OF THE AGREEMENT BETWEEN THE PARTIES AND THAT IN THE ABSENCE OF SUCH LIMITATIONS THE PURCHASE PRICE OF THE SCOOTER AND OTHER PRODUCTS WOULD BE SUBSTANTIALLY DIFFERENT. SOME JURISDICTIONS LIMIT OR DO NOT PERMIT DISCLAIMERS OF LIABILITY, SO THIS PROVISION MAY NOT APPLY. SOME JURISDICTIONS MAY LIMIT OR PROHIBIT THE LIMITATION OR EXCLUSION OF DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO THE EXTENT SUCH LIMITATIONS OR PROHIBITIONS APPLY.

Governing Law and Arbitration

This Warranty shall be interpreted under, and governed by, the laws of the State of Michigan, without regard to the conflict of laws principles.

Either GenZe or Customer may elect to have any dispute, claim or controversy arising out of or related to the Scooter or use of the Scooter or arising out of or related to this Warranty, including any alleged breach hereof, or any matter governed by this Warranty (collectively, a "Dispute") resolved through binding arbitration by providing prompt written notice of such election to the other. Upon such election, all such Disputes will be settled exclusively by arbitration with a single arbitrator in accordance with the Commercial Arbitration Rules of the American Arbitration Association (the "Rules"). The arbitration hearing shall take place in Ann Arbor, Michigan. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator will have the power to render equitable relief as well as monetary damages but shall not have the power to award consequential, punitive, exemplary damages or any other form of relief precluded under the provisions of this Warranty. The arbitrator will have the power to award reasonable fees and expenses in accordance with the Rules.

CUSTOMER UNDERSTANDS AND AGREES THAT, IF EITHER CUSTOMER OR GENZE ELECTS TO ARBITRATE A DISPUTE OR CLAIM, THIS ARBITRATION SECTION PRECLUDES CUSTOMER AND GENZE FROM HAVING A RIGHT OR OPPORTUNITY TO LITIGATE DISPUTES OR CLAIMS THROUGH A COURT, TO BRING A CLAIM AS A PURPORTED CLASS ACTION, OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS. ALL DISPUTES AND CLAIMS MUST BE RESOLVED AS AN INDIVIDUAL ACTION, NOT AS A CLASS ACTION, THROUGH ARBITRATION IF CUSTOMER OR GENZE ELECT TO ARBITRATE.

Subject to the arbitration provisions above, Customer irrevocably submits to the jurisdiction of the Courts of the State of Michigan and the United States District Court for the Eastern District of Michigan in any Dispute, and hereby irrevocably agrees that all claims in respect of such Dispute may be heard and determined in such state or federal court.

Customer agrees that regardless of any statute of law to the contrary, any claim or cause of action Customer may have that arises out of or is related to this Warranty, the Scooter or to GenZe must be filed within one (1) year after such claim or cause of action arose. If Customer fails to timely file such claim or cause of action, Customer shall be forever barred from bringing such claim or action against GenZe.