



## **Limited Warranty Coverage**

Your purchase includes the following warranty which is in lieu of all other express warranties. This warranty is extended only to the original purchaser and is non-transferable. Only consumers purchasing Organic Transit (OT) products from Organic Transit or through authorized Organic Transit Vendors listed on our website may obtain coverage under our limited warranties.

## **Limited Warranty**

Components and exceptions to warranty conditions are defined as below. Individual warranty periods and exceptions to warranty coverage are defined in this section.

**Frame** – The frame is guaranteed against manufacturing defect (defined as a defect in materials or workmanship at the time of product delivery) to the original purchaser of the ELF for a period of ten years from the delivery date subject to the terms and conditions of this limited warranty. Damage due to off road use, commercial use, and/or impact and/or cosmetic damage (to be determined at OT’s discretion) to these components is not covered by warranty.

**Drivetrain Components** – “Drivetrain Components” includes hubs, gears, axles, pedals, chains, brake calipers, brake levers, steering rods and steering stems. Drivetrain components are guaranteed against manufacturing defect (defined as a defect in materials or workmanship as delivered with the product) to the original purchaser of the ELF for a period of one year from the delivery date subject to the terms and conditions of this limited warranty. Damage due to off road use or impact, overloading and/or cosmetic damage (to be determined at OT’s discretion) to these components is not covered by warranty.

**Electric components** – “Electric components” include motor, solar panel, running lights, headlamps, turn indicators, wiring, controllers, MPPT solar controllers, and switches. Electric components are guaranteed against manufacturing defect (defined as a defect in materials or workmanship as delivered with the product) to the original purchaser of the ELF for a period of one year from the delivery date subject to the terms and conditions of this limited warranty. Damage due to liquid exposure, accidental drops, off road use or impact, overloading and/or cosmetic damage (to be determined at OT’s discretion) to these components is not covered by warranty.

**Body Components** – “Body Components” include front windshield, trunk cover, front and rear panels, fenders, side mirrors, seat assembly, bulkheads, storage bins and racks. Body components are guaranteed against manufacturing defect (defined as a defect in materials or workmanship as delivered with the product) to the original purchaser of the ELF for a period of one year from the delivery date subject to the terms and conditions of this limited warranty. Damage due to off road use or impact and/or cosmetic damage such as cracks, scratches and dents (to be determined at OT’s discretion) to these components is not covered by warranty.

**Body Panels** are guaranteed to be color fast for a period of five years from the delivery date to the original purchaser of the ELF subject to the terms and conditions of this limited warranty. Damage due to off road use or impact and/or cosmetic damage (to be determined at OT’s discretion) to these components is not covered by warranty.



**Battery:**

**Warranty Period**

Organic Transit, Inc. ("OT") provides the following limited product and performance warranties (the "Warranties") to the original buyer ("Buyer") of an electric bicycle battery ("battery") installed in OT's ELF or purchased from OT during the "Warranty Period," which shall mean the period expiring 12 months from date of purchase.

**Limited Product Warranty**

Subject to the exclusions contained herein, OT warrants to Buyer that the battery shall be free from material defects in materials and workmanship that have an effect on battery functionality under normal application, installation, use and service conditions as specified in any battery manual, installation instructions, operating guidelines or other documentation provided by OT at time of sale, provided, that any damages caused to the battery by improper transportation, handling, storage or installation, misuse or abuse, or modification, service, repair or alteration during or after installation without OT's consent, shall void this Warranty.

Claims under this Warranty shall only be valid if Buyer can provide proof that the malfunctioning or non-conformity of a battery results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in OT's standard product documentation.

**Limited Performance Warranty**

Notwithstanding other provisions in this Warranty, OT warrants and guarantees that the battery will maintain Discharge Capacity of no less than 70% of nominal capacity ("Nominal Capacity"). Discharge Capacity shall be defined and measured as the ampere-hours (Ah) available during a three-hour constant discharge from 100% state of charge to 0% state of charge. Each battery pack's Nominal Capacity can be found on the battery label and on the corresponding Product Data Sheet provided by OT at the time of battery sale to Buyer.

**Exclusions**

Notwithstanding anything herein to the contrary, the Warranties set forth herein DO NOT apply to any battery that has been subjected to negligence in transportation, handling, storage, installation or use, or has been modified, serviced, repaired, or altered during or after installation without OT's consent, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, or which has been subjected to power surges, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, vandalism, explosions, acts of war, acts of god, or other events outside OT's control. Unless otherwise required by any mandatory applicable law, the Warranties do not cover any costs associated with installation, removal or reinstallation of returned battery. In addition, the Warranties do not apply to any cosmetic change in appearance stemming from normal wear and tear over time. Warranty claims shall not apply if the type or serial number of the battery has been altered, removed, or made illegible.



Without limiting the generality of the foregoing exclusions, any of the following activities shall also void the Warranties:

- Charging and/or discharging the battery at rates greater than the maximum charge and discharge rates listed in the Product Data Sheet provided by OT to Buyer at time of purchase.
- Charging the battery at a temperature lower than 32 degrees Fahrenheit (0 degrees Celsius).
- Not fully charging battery at least once every three months.
- Connecting two or more batteries in series and/or parallel.
- Subjecting battery to ambient temperatures during storage or periods of non-operation higher than 60°C.
- Attempts, successful or otherwise, to modify or replace any part of the battery (including battery management system, wiring, charge connectors, or discharge connectors) without OT's express written consent.
- Illegal or improper shipping of the battery.
- Submersion of battery in water or other liquids.
- For batteries not sold in an OT supplied enclosure (constructed of metal, injection molded plastic, or a similar material), exposing the battery to water or excessive moisture.
- Puncturing the shrink-wrap surrounding the battery cell pack in any way, whether through improper mounting of the battery, exposure to physical damage or abuse, or other means.

#### **Claim Verification and Remediation Process**

If Buyer believes that it has a justified claim covered by the Warranties set forth above, then Buyer shall comply with the following return material authorization process:

Buyer must submit each such claim in writing, with supporting data regarding system usage, to OT within the applicable Warranty Period specified above. All claims and supporting data shall be sent to the following address or such future address as OT may provide from time to time:

Electronic: [support@organictransit.com](mailto:support@organictransit.com)

Such notice should enclose evidence of the date of delivery of the applicable battery and the basis for Buyer's claim. Warranty claims may only be made by the Buyer. Upon receipt of such written claim, OT may seek further data and verification of Buyer's claim, including shipment of battery to OT's battery supplier. All batteries shipped to OT's battery supplier must be shipped as Class 9 dangerous goods (HAZMAT) and must be shipped in accordance with all applicable local, state, federal, and international laws. Do not ship the battery to OT. OT representatives can provide shipping addresses, instructions, and guidance to ensure safe and legal shipping methods are employed. Buyer shall be responsible for delivery of the battery to OT's battery vendor. OT will make a final determination of the validity of the Warranty claim within 30 days of receipt of original claim or receipt of the battery by OT's battery vendor, whichever is later. For batteries with void Warranties, OT will arrange for return shipping to Buyer at



Buyer's request and expense. For batteries with valid Warranty claims, OT will follow the procedure set forth below.

If OT verifies in its reasonable judgment that a battery does not comply with the Warranties set forth above, then OT, at its option and in its sole discretion, will either 1) repair and return the affected battery; 2) replace the affected battery by shipping a new or refurbished battery to Buyer; or 3) provide to Buyer financial compensation for the reduced performance of the battery system. If OT chooses to provide Buyer with financial compensation, such compensation shall be calculated as a straight-line proration of the original purchase price paid to OT by Buyer. The straight-line proration will be calculated by dividing the number of months left before the end of the Warranty Period by twelve (12). Any repair or replacement of an affected battery shall not increase the applicable Warranty Period. OT reserves the right to deliver a similar battery (of similar size, shape, power output, and/or energy capacity) in replacement of the returned battery should the production of the returned model be discontinued or otherwise unavailable. Ownership and title of all returned batteries which have been replaced shall pass to OT.

**Third Party Optional Accessories** - All third party optional accessories such as speakers, the Cycle Analyst, cell phone mounts are guaranteed against manufacturing defect to the original purchaser of the ELF by a limited thirty (30) day warranty subject to the terms and conditions of this limited warranty. Claims against these components must be made within thirty (30) days of delivery. Damage due to liquid exposure, accidental drops, off road use or impact, overloading and/or cosmetic damage (to be determined at OT's discretion) to these components is not covered by warranty.

**Miscellaneous** - Parts such as tubes, tires, rims, cables, brake shoes, and seat covering are not covered under warranty.

**Demos** - This Limited Liability Warranty Coverage does not apply to any Demonstration or Used Models sold by Organic Transit or by authorized Organic Transit Vendors listed on our website.

Organic Transit will not provide any warranty coverage unless claims are made following proper procedure outlined below. To request warranty service, contact the Organic Transit Customer Service Department and clearly provide the following information:

1. The sales receipt with evidence of the date and place of purchase.
2. Full name, contact details (including telephone number and email address).
3. Build number of the ELF and a copy of the warranty.
4. A description of the problem.
5. Images or video evidence of the problem.
6. Delivery of the defective component, postage prepaid and carefully packed and insured, to Organic Transit. Components must be returned for inspection at the customer's expense. When warranty service is completed, any repaired or replacement product or part will be returned to you at your expense.



### **Useful Lifecycle**

Every OT ELF has a useful life cycle. The length of useful lifecycle of an ELF or components is not the same as the warranty period and will vary, depending on the type of OT ELF, riding conditions, and care the ELF receives. Riding in severe conditions or climates, riding with heavy loads, or any other non-standard use can substantially shorten the useful product lifecycle. Any one or a combination of these conditions may result in an unpredictable failure that is not covered by this limited warranty.

All ELFs should be periodically checked by appropriate bicycle mechanic for indications of potential problems, inappropriate use and/or abuse. These are important safety checks and may help prevent accidents, bodily injury to the rider and a shortened product lifecycle.

### **Return Policy**

The ELF and OT products are custom made and returns are not accepted. **All sales are final and non-refundable.**

### **Terms and Conditions**

Any other warranty claim not included in the statements above is void. This especially includes installation, assembly, and disassembly costs. The limited warranty does not cover paint damage, rust, any modification made to the ELF, normal wear and tear, improper assembly or maintenance, and installation of parts or accessories not originally intended or compatible with the ELF as sold. The warranty does not apply to damage or failure due to accident, commercial use, abuse, misuse, neglect or theft. Claims involving these issues will not be honored.

It is the responsibility of the individual consumer purchaser to assure that all functional parts are adjusted properly, and subsequent normal maintenance services and adjustments necessary to keep the ELF in good operating condition are properly made. This warranty does not apply to damage due to improper installation of parts, installation of any kind of power plant or internal combustion engine, modification or alteration of the brakes, drive train, or frame in any way, or failure to properly maintain or adjust the ELF.

NOTICE: ELF specifications subject to change without notice

**THIS IS THE ONLY WARRANTY MADE BY OT. THERE ARE NO OTHER WARRANTIES. ANY WARRANTY THAT MIGHT OTHERWISE BE IMPLIED BY LAW INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED STRICTLY TO THE APPLICABLE LENGTH OF THIS LIMITED WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF USE FOR A SPECIFIC PURPOSE.**



## Conditions of Warranty

1. Your ELF has been designed for general transportation and recreational use, but has not been designed to withstand abuse associated with stunting and jumping. This warranty ceases when you rent, use commercially, sell or give away the ELF, or use the ELF for stunting or jumping. This warranty ceases when you ride the SOLO or the 2FR with more than a total payload of 350lbs unless you have purchased the 550lb payload package. This warranty also ceases when you ride the Tactical, the SOLO or the 2FR with the optional 550lb payload package with more than a total payload of 550lbs.
2. This warranty does not cover ordinary wear and tear or anything you break accidentally or deliberately.
3. This warranty does not cover normal wear and tear, improper assembly or maintenance, or installation of parts or accessories not originally intended or compatible with the ELF as sold. The warranty does not apply to damage or failure due to accident, abuse, misuse, neglect, or theft. Claims involving these issues will not be honored.
4. It is the responsibility of the individual consumer/purchaser to assure that all parts included in the factory-sealed carton are properly installed, all functional parts are adjusted properly, and subsequent normal maintenance services and adjustments necessary to keep the ELF in good operating condition are properly made.
5. This warranty does not apply to damage due to improper installation of parts, installation of any kind of power plant or internal combustion engine, modification or alteration of the brakes, drive train, or frame in any way, or failure to properly maintain or adjust the ELF.
6. This Agreement shall be governed by the laws of the state of North Carolina. In the event that any dispute or claim arising from the construction, validity or performance of this Agreement cannot be resolved out of court by the parties, such claim or dispute shall be subject to the exclusive jurisdiction of the courts of Durham, North Carolina (USA).
7. It is agreed by the parties that irrespective of the provisions of any state or federal law, statute, rule or regulation, the only warranties, express or implied, applicable to the product which is the subject of this agreement are those expressly stated herein.

NOTICE: ELF specifications subject to change without notice.

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Call 919-908-1599

Monday - Friday 9:00 a.m. to 6:00 p.m. Eastern Standard Time

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