

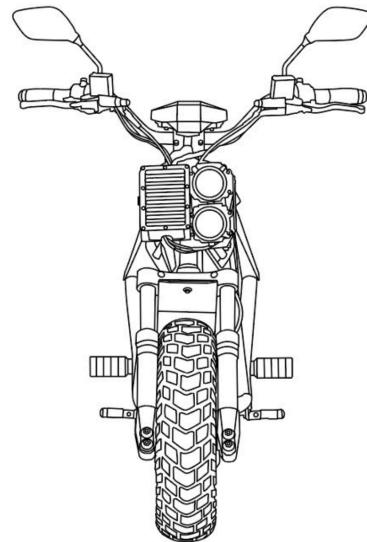
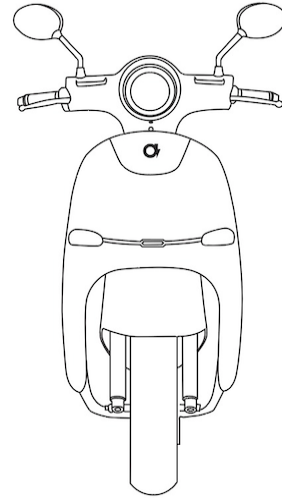


FONZ MOTO PTY LIMITED

**ARTHUR 6 Series
NKD Series**

**NEW VEHICLE LIMITED
AUSTRALIAN WARRANTY**

Effective date: 01 January 2024





NEW VEHICLE LIMITED AUSTRALIAN WARRANTY

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1 WARRANTY PROVIDER

1.1 This Australian warranty (**Warranty**) for the Fonz Moto Vehicle (**Vehicle**) is provided by Fonz Moto Pty Limited ABN 69 146 454 113 (**Fonz Moto**).

1.2 Contact details for all Warranty enquiries:

Fonz Moto Pty Limited
 Email: support@fonzmoto.com
 9/37-41 O’Riordan Street Alexandria NSW 2015
 Tel: 02 8520 3905
 Web: <http://www.fonzmoto.com>

You should complete the Fonz Moto Owner Support Request form in the first instance. This form can be found in the [Fonz Moto Knowledge Centre](#)

2 WARRANTY COVERAGE

2.1 Subject to the terms of this Warranty, Fonz Moto will repair or replace any defects in the materials or workmanship of the Vehicle that are notified to Fonz Moto during the warranty period as follows:

- (a) **Major and General Components** - 36 months or 20,000 kilometres warranty on the Powerpack (battery), controller, speedometer, motor and general components of the Vehicle covering manufacturer error
- (a) **Powerpack** - For warranty claims specific to the Powerpack’s battery capacity, the replacement Powerpack will be in a condition appropriate to the age and mileage of the vehicle sufficient to achieve or exceed the minimum Powerpack capacity for the remainder of the warranty period of the original Powerpack. The method of measurement used to determine the Powerpack capacity, and the decision of whether to repair, replace, or provide reconditioned parts, and the condition of any such repaired, replaced or reconditioned parts, are at the sole discretion of Fonz Moto.
- (c) **Charging Equipment & Accessories** - Separate coverage for certain parts, including charging equipment and accessories that were not fitted to the vehicle, including but not limited to external chargers, which have their own warranties and are subject to their own terms and conditions;

2.2 The Warranty period commences on the first day a new vehicle is delivered by Fonz Moto to the Owner or the first day the new Vehicle is registered in the name of the Owner, or the day it is first put into service, whichever comes first, 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 parties.

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, Fonz Moto 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 Moto Vehicle.

3 WHO IS PROTECTED UNDER THIS WARRANTY

3.1 This Warranty applies to the original owner of the Vehicle purchased in Australia.

3.2 This Warranty is transferable at no cost to any person who subsequently and lawfully assumes ownership of the vehicle after the first retail purchaser within the described limitations of this New Vehicle Limited Australian Warranty.

3.3 This Warranty shall only apply to a subsequent owner for the balance of the warranty period if:

- (a)** The original owner of the Vehicle notifies and/or confirms with Fonz Moto that the Vehicle has been transferred to the new owner within 7 days of transfer by email to support@fonzmoto.com;
- (b)** The subsequent owner notifies Fonz Moto within 7 days of the transfer of the sale occurring by completing the Transfer of Vehicle Ownership form found in the [FONZ Knowledge Centre](#); and
- (c)** The subsequent owner is not a motor vehicle dealer

4 USING AND CARING FOR YOUR FONZ

4.1 Each Vehicle "Owner's Manual" can be found online at the [FONZ Knowledge Centre](#). The Owner's Manual includes important information about the storage, operation and care of the Vehicle. The Vehicle must be used and maintained in accordance with the Fonz Moto Pty Limited Owner's Manual. Fonz Moto 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 Fonz Moto Pty Limited Owner's Manual.

4.2 The Vehicle should be ridden and stored carefully, and should only be used for on-road riding, unless otherwise stated in the Owner's Manual. Any off-road use of the Vehicle may result in damage to the Vehicle which will not be covered by this Warranty.

4.3 It is critical that the Vehicle is serviced in accordance with the Service Schedule found online at the Fonz Moto Knowledge Centre, support.fonzmoto.com/knowledge. Riding the

Vehicle outside of the Service Schedule may result in damage to the Vehicle which will not be covered by this Warranty.

- 4.4 As Fonz Moto vehicles are specialised and unique electric vehicles, Fonz Moto recommends servicing by an approved service provider who is familiar with the vehicle. Where an approved service provider is not available within 50 kilometres of an owner's residence, Fonz Moto will supply the Owner's chosen automotive (motorcycle) service provider with access to Fonz Moto service documents to ensure that maintenance is undertaken to Fonz Moto specification. The authorised service provider must contact Fonz Moto to have the service documents supplied. Any installation or maintenance performed on the Vehicle that is not in accordance with the service procedures will not be covered by this Warranty.
- 4.5 To be covered by this Warranty, any modification to the Vehicle must be approved in advance in writing by Fonz Moto.

5 MAKING A WARRANTY CLAIM

- 5.1 A claim under this Warranty (**Claim**) can only be made by the Owner of the Vehicle.
- 5.2 To make a Claim, the Owner must:
 - (a) Notify Fonz Moto Pty Limited by submitting an Owner Support Request form within 7 days of the first appearance of the defect or damage, with your Vehicle Identification Number (**VIN**) and date of purchase.
 - (b) Following the submission of the Warranty Claim, the Vehicle must not be ridden or used unless deemed safe by Fonz Moto in writing;
 - (c) If so directed by Fonz Moto, promptly take the Vehicle to the nearest service centre nominated by Fonz Moto, or failing that, cooperate with Fonz Moto to have the Vehicle assessed by an authorised 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 Fonz Moto, promptly send the subject component by mail or courier to Fonz Moto' 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 Vehicle (or the componentry) for assessment. Where a Claim is valid, Fonz Moto shall reimburse the Owner for the fifteen minute assessment and repair work excluding transportation and other charges associated with having the claim assessed. Where a Claim is not valid, the Owner shall be responsible for such charges. For clarity, Fonz Moto has no obligation to assess a Claim until the Vehicle (or componentry) is delivered to the appropriate place for assessment.

- 5.4 Where Fonz Moto determines, acting reasonably, that a Vehicle (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). Fonz Moto may use new and/or reconditioned parts, in its absolute discretion, to bring the Vehicle back to an appropriate working standard having regard to the age and condition of the Vehicle.
- 5.5 Where Fonz Moto determines, acting reasonably, that the Vehicle does not have a defect, or that a Claim is not valid, then the Owner must arrange return transportation within 7 business days.
- 5.6 By making a Claim, the Owner agrees that if that Claim is spurious or disingenuous, then the Owner shall indemnify Fonz Moto for its reasonable costs in having assessed the Claim unnecessarily.
- 5.7 Under no circumstances shall Fonz Moto be obligated to provide cash compensation to an owner, however Fonz Moto 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 Fonz Moto or their agents. Fonz Moto reserves the right to refuse to 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 the Claim.
- 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 at the discretion of Fonz Moto.

6 LIMITATIONS

- 6.1 This Warranty only covers usage of the Vehicle under normal operating conditions as set out in the Vehicle Owner's Manuals.
- 6.2 This Warranty does not cover any vehicle damage or malfunction directly or indirectly caused by, due to or resulting from normal wear and tear, deterioration, abuse, misuse, negligence, accident, improper maintenance, operation, storage or transport, including, but not limited to, any of the following
 - (a) Outside of the warranty period;
 - (b) Failure to take the vehicle to, or make repairs or service recommended by FONZ or a FONZ authorised repairer, upon discovery of a defect or fault covered by the Warranty;

- (c) To normal wear and tear of the Vehicle and its componentry including but not limited to saddle and trim upholstery, surface or cosmetic corrosion in the body panels or chassis, due to paint chips or scratches, discolouration, punctures and tears;
- (d) Paint defects or corrosion caused by, due to, or resulting from accidents, neglect, abuse, improper maintenance or operation of the vehicle, installation of an accessory, exposure to chemical substances, or improper storage;
- (d) Improper repair or maintenance of the Vehicle, including but not limited to, the use of parts, accessories or fluids other than those specified in the Owner's Manual documentation
- (e) If the Vehicle has been mishandled, mistreated, misused, incorrectly stored, incorrectly transported or otherwise treated negligently after first purchase;
- (f) To any components, modifications or works, not supplied or installed by Fonz Moto (or their authorised agents), and any resultant damage to other components as a result of such installations, modifications to hardware, works, modifications to vehicle software, unauthorised access to vehicle software, or any other interference from any source;
- (g) If the Vehicle (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 Fonz Moto;
- (h) The Vehicle (or any componentry, including the Powerpack battery) has likely been subject to extraordinary events, including but not limited to, electrical surges and spikes, deep water or flooding;
- (i) Parts, accessories and charging equipment that were not fitted to the vehicle, including but not limited to external chargers, helmets; these items have their own warranties and are subject to their own terms and conditions;
- (j) Improper use of the vehicle, including but not limited to overloading of the vehicle, riding on uneven, rough, damaged or hazardous surfaces, including but not limited to potholes, curbs, unfinished road surfaces, off-road (off-road applies only to Arthur 6 models and NKD models not fitted with dual sport capability), or for any other purposes that the Vehicle is not designed;
- (k) The reported defect cannot be identified and/or substantiated after being returned to Fonz Moto (or its nominated service provider);
- (l) Any claim on this Warranty is not made in accordance with the terms and conditions of this Warranty; and/or

(m) If the defective Vehicle (or component) is not returned to Fonz Moto (or its nominated service agent) for assessment within the warranty period.

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

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

7 VOIDED WARRANTY

The Owner is responsible for the proper operation and care of the vehicle and for receiving and maintaining accurate records of the Vehicle's maintenance, including the Vehicle Identifiers, as outlined in the Owner's Manual, service centre names and addresses, mileage, date and proof of service or maintenance and description of the service and maintenance items, which should be provided to each subsequent purchaser or transferee of the Vehicle. This New Vehicle Limited Australian Warranty may be voided if you do not follow the specific instructions and recommendations regarding the use and operation of the vehicle provided in the Owner's Manual and instructions for vehicle care and maintenance found in the fonzmoto.com Knowledge Centre.

8 MISCELLANEOUS

8.1 No representation or warranty made by a seller of the Vehicle is binding upon Fonz in respect of this Warranty.

8.2 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.

8.3 In case of any dispute as to a Claim, an independent first-class international testing-institute in Australia shall be selected by Fonz to judge the Claim finally. All fees and expenses shall be borne by the losing party, unless otherwise awarded. The final explanation right shall be borne by Fonz.

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