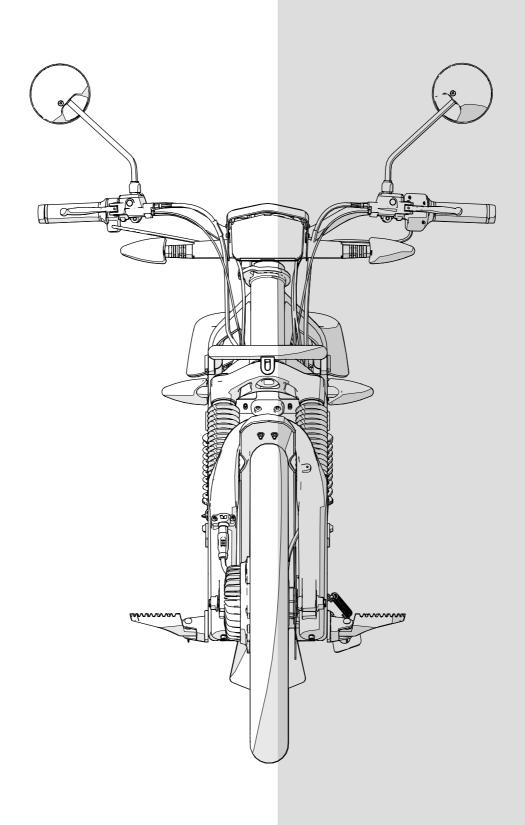
# **UBCO DUTY Warranty Manual**



# **UBCO**

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## **WARRANTY & LEGAL**

The following warranty statement applies to all products sold and dispatched after the 1<sup>st</sup> June 2024.

This warranty statement applies to all products sold by UBCO Limited ("UBCO") within the following categories (collectively referred to as the Products):

- 1. **Utility Electric Vehicles** (UEV) excluding power supplies.
- 2. **Power Supplies** (KXH Power Supply) includes the power supply in your UEV.
- 3. Accessories.

This warranty statement should be read in conjunction with any User Manual supplied by UBCO in relation to the relevant Product. The User Manual will contain more specific and detailed information about the relevant Product, its intended operation and use, maintenance, care, parts, and limitations.

#### LIMITED WARRANTY

Warranty is a written guarantee by the manufacturer of a product promising to repair or replace parts which have a defect in materials, or workmanship. Limited means the warranty is for a specified period of time and has certain other restrictions.

UBCO warrants to the original retail purchaser that the Products shall be free, under normal use and maintenance, from any defects in material or workmanship for the warranty periods set out below, subject to the qualifications, exclusions, conditions, and limitations set out in this warranty statement. Where warranty conditions are met, defective Products or parts will be repaired or replaced (repair or replacement is at UBCO Limited's discretion).

Replacement parts supplied by UBCO under this Policy are not subject to a new warranty period. Replacement parts at the Customers expense will receive new warranty status at the time of supply.

At the discretion of UBCO Limited, proof of purchase documents relating to the Product may be required in order to confirm the validity of any submitted warranty claims.



#### STANDARD WARRANTY PERIODS

- 1. **UBCO Duty –** 24 months or 20,000km + 12 months prorated 12 months or 10,000 km\*.
- 2. **UBCO Power Supplies –** 24 months or 20,000km + 12 months prorated 12 months or 10,000 km\*.
- 3. Accessories 12 months.
- 4. Spare Parts 3 months.

#### \* Bike and Power Supplies prorated warranty costs

- 20,000km or 24 months, whichever comes first, UBCO's warranty applies on bike and power supplies
- 2. Thereafter, UBCO and Australia Post will share the cost on a pro rata basis for all warranty claims up to 30,000km or 36 months, whichever comes first.
  - 1. For clarity, for every 1,000km's above 20,000km, UBCO's share of warranty cost reduces by 10%.
  - 2. As an example, for a warranty claim where the bike has travelled 26,000km, UBCO will pay 40% of the claim and Australia Post will pay 60%.

#### WARRANTY ACTIVATION PROCESS

In order to activate warranty coverage for UBCO Duty products, the following completed form must be submitted to UBCO at the time of retail sale or at the time of delivery.

Online Warranty Registration form

If the above information is not received by UBCO at the time of retail sale, the manufacturer's warranty coverage relating to the affected product is deemed invalid.

At the discretion of UBCO Limited, proof of purchase documents relating to the Product may be required in order to confirm the validity of any submitted warranty claims.

#### WARRANTY START DATE

The warranty coverage begins on the date of retail sale to an end user/consumer except for ex Demo bikes where the warranty coverage begins on the date the bike was supplied for demo purposes. The date should be entered onto the registration form and submitted to UBCO.



## LODGING A WARRANTY CLAIM

All warranty claims must be lodged using the Australia Post Support Form.

#### **UBCO RIGHT TO MAKE CHANGES**

UBCO reserves the right to make any changes in design and changes or improvements to an UBCO Product at any time without incurring any obligation with respect to any Product previously ordered, sold, or shipped.

#### **COMMISSIONING BY SERVICE AGENT**

If the Duty Bike was sent direct to a Service Agent, the Service Agent must complete the following steps.

- 1. Remove the bike from its original packaging.
- 2. Complete the Pre-Delivery Inspection (PDI) and the final bike set-up following instructions provided by UBCO.
- 3. Test ride the bike before final hand over.
- 4. The Registration Form (page 2 Of User Manual) must be signed by the Service Agent and must specify who assembled and set up the bike.
- 5. The Online Warranty Registration form must also be completed by the Service Agent.

## PRODUCTS NOT REQUIRING A PDI

Products that fall within the Power Supply or Accessory categories (excluding trailers) do not require a PDI but do require proof of purchase as a condition of any warranty claim.

## **FREIGHT QUERIES**

In the event a package arrives damaged and has missing or damaged parts as a result, a picture must be taken of the unopened package and UBCO informed **within 48 hours** of receiving the delivery via the <u>Australia Post Support Form</u>.

## MISSING OR INCORRECT PARTS

In the event you have received the incorrect items or are missing some items, UBCO must be informed **within 48 hours** of receiving the delivery via the <u>Australia Post Support Form</u>.



## **ADDITIONAL INFORMATION**

- UBCO may request the return of warranty parts to UBCO Melbourne warehouse with all return freight at UBCO expense. If the part is determined as not warranty the return freight will be charged back to the Service Agent.
- Labour for work carried out by a Service Agent directly related to a Warranty Claim will be remunerated at an agreed hourly rate and is subject to the time allocations as described in Appendix 3;
- Time allocations for warranty repairs operations are determined by UBCO and include an allowance for the appropriate diagnostic process. It is expected that all Warranty Claims will be made in line with these Time Allocations.
- Claims for additional labour outside of the specified time allocation will be considered for approval on a case-by-case basis and at UBCO Limited's sole discretion.
- UBCO Limited reserve the right to carry out an inspection of any parts or components subject to a warranty claim. If found to be serviceable or subject to damage or misuse, the associated claim may be declined.
- The manufacturer's warranty coverage is only applicable within the country/region of original supply by UBCO LTD. Bikes that are on-sold or transferred outside of the original "supply region" are no longer subject to warranty coverage.

#### **GENERAL EXCLUSIONS**

#### This warranty does not cover:

- Products used other than in accordance with their intended use or the use instructions / parameters set out in the relevant User Manual.
- Products that have been misused, involved in an accident, neglected, or abused.
- Products used for competition including but not limited to racing or trials.
- Products used for rental purposes or any commercial application other than those for which the Product is intended, and which have been specifically approved by UBCO.
- Products that have been improperly assembled, or where repairs have been made other than by an UBCO certified technician.
- Products that have not been maintained or serviced in accordance with the instructions set out in the relevant User Manual.
- Products altered or modified in any way from the manufacturer's specifications.
- Parts requiring replacement or repair as a result of normal wear and tear.
- Pickup or delivery of Products.
- Overtime labour rates.
- Travel time or mileage.
- Natural or accidental calamities.



## SPECIFIC CATEGORY EXCLUSIONS

The following exclusions also apply:

#### **UEV Warranty Exclusions:**

- Brake pads and brake discs
- Bearings and other consumable moving parts
- Mirrors and foot pegs
- If motor maintenance or repair is performed by a non-UBCO Certified Technician, including if the motor is opened or modified.
- If any of the control system parameters are modified from those issued by UBCO for public release
- If water damage occurs as a result of a UEV being used outside of its intended operation and use (Postal Delivery by Australia Post employees or contractors excluding water crossings above the axles). Damage includes but is not limited to the following component groups: the external controls, electrical system, motors, battery connections and bearings.
- If damage is caused by over-torquing, cross threading, or other damage due to attempted repair by unauthorized service personnel.

#### **Power Supply Exclusions:**

- If the Power supply is left in a discharged state.
- If the Plug connectors (male and female) have not been cleaned and are exposed to dirt, water, and other environmental contaminants.
- If the case has been opened or tampered with.
- If there has been damage caused to the external case or structure e.g., from dropping or accidents.
- If used with non-approved or un-certified electrical equipment.
- If the Product has been submerged under water.

#### PARTS RETENTION POLICY

Any parts or components replaced as part of a warranty claim must be retained and stored by the repairing Service Agent for 90 days following completion of the repairs, Service Agents are advised to label and store the removed parts/components in a manner that allows ease of future identification in case of a return request.

During this retention period, UBCO may request any of the removed parts are returned for inspection, or further investigation. If inspected parts are found not to have a warrantable defect, UBCO reserve the right to reject or reverse the associated warranty claim.

Upon conclusion of the 90-day retention period, Service Agent must render the displaced parts un-usable before disposing of them responsibly.



## **OWNERS OBLIGATIONS**

Where a User Manual is supplied with a Product, the purchaser of the Product and ultimate end user must review the Manual to understand the operations, limitations, maintenance, and care instructions for the Product.

Whilst UEV and Portable Power Supplies have fewer moving parts than a combustion engine vehicle or technology they still require maintenance to ensure continued safe operation. Every Product will need scheduled maintenance and care, to ensure your warranty is maintained. This will increase the Product's lifespan and reduce lifetime maintenance.

It is the Customer's responsibility to maintain the Products in accordance with the instructions provided in the Manual. UBCO recommends you keep records and receipts; you may be asked to prove the maintenance instructions have been followed. It is the Owners responsibility to operate the Products in a safe manner and for the use for which they were designed. If a defect in materials or workmanship occurs, it is the Owners responsibility to cease operation until repairs are made. Damage which occurs from continued operation may not be covered by this warranty. You should contact your authorized UBCO Service Agent Dealer or representative immediately so repairs can be made in a timely manner.

## RESOLVING WARRANTY CONCERNS

Normally, your warranty concerns can be resolved by your Service Agent. If the problem is not resolved to your satisfaction, you may want to speak with either the owner or general manager of the Service Agent or an UBCO representative.

You may also want to contact the UBCO office in your region for assistance. The addresses and area of coverage of each region are shown below. Before contacting, please have the following information ready.

- Your name and contact details including address, phone, and email.
- Model, serial number and date of purchase.
- Detailed description of the problem.
- Details of maintenance performed.

#### **CONSUMER LAW**

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. In the event the Competition and Consumer Act 2010 applies, this warranty is to be considered as an express guarantee for the purposes of the Act. Where the terms of the warranty and the provisions of the Act conflict, the provisions of the Act will prevail.



#### **MAXIMUM LIABILITY**

To the maximum extent permitted by law, UBCO's maximum liability in contract, tort, equity, statute, regulation or otherwise for any loss, damage, or injury directly or indirectly resulting from any defect in, or non-compliance of, or use of, the Product will not in aggregate exceed the price (excluding GST) for the Product that caused the loss, damage or injury.

UBCO Ltd, UBCO Australia Pty/Ltd, makes no express or implied warranties including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, except as expressly set forth in the above warranty.

#### **UBCO CONTACT DETAILS**

#### **AUSTRALIA**



15/238 Governor Road Braeside, VIC 3195

+61 483 95 733 M-F 8am-5pm (AEST)

#### **CUSTOMER SERVICE**

Support email



#### **NEW ZEALAND**

20B Newton Street Mt Maunganui 3116

+64 (07) 543 1640 M-F 8am-5pm

#### **CUSTOMER SERVICE**

Support email

## **APPENDIX 1 ALLOCATED REPAIR TIMES**

Please refer to the UBCO Duty Allocated Repair Times document available for download from the UBCO Knowledge Base for approved allocated repair times for repair procedures.

The document provides a list of repair procedures and the specified allocated repair times. These times will assist with warranty and repair invoice approval. Repairs may exceed the allocated time due to unforeseen factors. The justification of exceeded time should accompany the invoice, approval will be at the UBCO reviewer's discretion. NOTE: This list is WIP and is subject to change.



## **APPENDIX 2 WARRANTY CLAIM PROCESS**

