



LIMITED WARRANTY

All EVO Bicycles sold through and assembled by an authorized EVO dealer are subject to the following terms, conditions and limitations. Hawley, LLC grants each original retail buyer of an EVO Bicycle a non-transferable warranty, subject to the following limitations, terms and conditions, stating that this bicycle, when new, is free of defective materials and workmanship.

- **Lifetime Summary Coverage** (Subject to limitations, terms and additional conditions as explained below)
 - o All EVO alloy and steel frames are warranted for the lifetime of the original retail buyer. If at the time of warranty EVO does not have available an equivalent frame, the consumer may be offered a complete bicycle at a discounted price.
- **One (1) Year Summary Coverage** (Subject to limitations, terms and additional conditions as explained below)
 - o All EVO forks, parts and components (except wear items such as tires and inner tubes) are warranted for one (1) year from the date on which the original retail buyer made his or her purchase.
 - o Electronic components of EVO ebikes (e.g., consoles, batteries, motors and wiring) are covered separately from EVO Bicycles under the BionX warranty program. See www.ridebionx.com for details.
- **Commercial Use Summary Coverage** (Subject to limitations, terms and additional conditions as explained below)
 - o All EVO alloy and steel frames used for commercial purposes (rentals, etc.) are warranted for one (1) year from the date on which the original retail buyer made his or her purchase.
 - o All original EVO forks, parts and components (except wear items such as tires, tubes and grips) if used for commercial purposes are covered for thirty (30) days from the date on which the original retail buyer made his or her purchase.

ASPECTS NOT COVERED BY THIS LIMITED WARRANTY

- o Improper assembly
- o Improper maintenance
- o Normal wear and tear
- o Installation of components, parts or accessories not originally intended for or compatible with the bicycle as sold
- o Damage or failure due to accident, misuse, abuse or neglect
- o Labor charges for part replacement or changeover
- o Paint or finish



ADDITIONAL CONDITIONS

All warranties are VOID if not assembled by an authorized EVO dealer. This Limited Warranty is made only to the original owner of this new EVO Bicycle or frameset purchased from an EVO dealer, and it shall remain in force only as long as the original owner retains ownership of the EVO Bicycle or frameset. This Limited Warranty is not transferable. In order to exercise your rights under this limited warranty, the bicycle or frameset must be presented to an EVO dealer, together with a receipt, bill of sale or other appropriate written proof of purchase which identifies the bicycle or frameset by serial number. Should this bicycle or any part of it be determined by EVO to be covered by this warranty, it will be repaired or replaced, at the sole option of EVO, which will be conclusive and binding. The original owner shall pay all labor charges connected with the repair or replacement of all parts. Claims made outside the USA may be subject to fees and additional restrictions. This limited warranty does not apply to normal wear and tear or to claimed defects, malfunctions or failures that result from abuse, neglect, improper assembly, improper maintenance, alteration, collision, crash or misuse. This bicycle has not been designed, engineered, distributed, manufactured or retailed to be equipped with a motor of any kind, for uses in trick riding, ramp riding, jumping, aggressive riding, riding on severe terrain, riding in severe climates, riding with heavy loads, commercial activities or any similar activities; such uses may damage the bicycle and can cause serious injury to the rider, and in all cases will void this warranty.

USEFUL PRODUCT LIFE CYCLE

Every EVO Bicycle or frameset has a useful product life cycle. The length of that useful product life cycle will vary with the construction and materials of the bicycle or frameset, the maintenance and care the bicycle or frameset receives over its useful product life cycle, and the type and amount of use the bicycle or frameset is subject to. Uses in competitive events, trick riding, ramp riding, jumping, aggressive riding, riding on severe terrain, riding in severe climates, riding with heavy loads, commercial activities and other types of non-standard use can dramatically shorten the useful product life cycle of an EVO Bicycle or frameset. Any one or a combination of these conditions may result in an unpredictable failure of an EVO Bicycle or frameset that would not be covered by this warranty. All EVO Bicycles or framesets should be periodically checked by an EVO dealer for indicators of stress and/or potential failure, including cracks, deformation, corrosion, paint peeling, dents and any other indicators of potential problems, inappropriate use or abuse. These safety checks are very important to help prevent accidents, bodily injury to the rider and shortening of the useful product life cycle of an EVO Bicycle.

THIS IS AN INTEGRATED AND FINAL STATEMENT OF EVO LIMITED WARRANTY. EVO DOES NOT AUTHORIZE OR ALLOW ANYONE, INCLUDING ITS DEALERS, TO EXTEND ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR EVO BICYCLES. NO OTHER REPRESENTATIONS AND NO STATEMENTS FROM ANYONE BUT EVO, INCLUDING DEMONSTRATIONS OF ANY KIND BY ANYONE, SHALL CREATE ANY WARRANTY REGARDING THIS BICYCLE. ALL OF THE REMEDIES AVAILABLE TO THE ORIGINAL OWNER ARE STATED HEREIN. IT IS AGREED THAT THE LIABILITY OF EVO UNDER THIS LIMITED WARRANTY SHALL BE NO GREATER THAN THE AMOUNT OF THE ORIGINAL RETAIL PURCHASE PRICE, AND IN NO EVENT SHALL EVO BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

DISCLAIMER

All other remedies, obligations, liabilities, rights and warranties, express or implied, arising from law or otherwise (including but not limited to any claimed implied warranty of merchantability; any claimed implied warranty arising from course of performance, course of dealing or usage of trade; and any claimed implied warranty of fitness), are disclaimed by EVO Bicycles and waived by the original owner. Some states, jurisdictions, countries and provinces do not allow some or all of the limitations set for herein, or the exclusion or limitation of incidental or consequential damages. If any provision is found unenforceable, only that provision shall be stricken, and all others shall apply. This limited warranty does provide the original owner with certain legal rights and recourse, and the original owner may possess other rights or recourse, depending on the state, jurisdiction, country or province.