

Warranty Conditions Carver Europe B.V.

Article 1. Warranty

1. These warranty conditions apply to all Carver products and contracts between a Customer and Carver.
2. A warranty period of 2 years applies to all Carver products. For the battery a period of 2 years applies or 1,000 charges whichever comes first.
3. The Customer can only make a warranty claim if the original sales receipt can be shown to Carver. Only the first owner is entitled to a warranty. The warranty is not transferable.
4. The warranty period commences at the time of delivery to the Customer.

Article 2. Warranty exclusions

1. In the following cases, the warranty lapses or a claim under the warranty is excluded:
 - The product has been used improperly or carelessly or has been damaged by a traffic accident or fall;
 - The damage is due to normal wear and tear;
 - The product has not been sufficiently maintained by the Customer
 - Repairs have been carried out improperly or not by Carver or a third party designated by Carver;
 - Non-original parts have been used for repairs;
 - The product has changed;
 - Climatic influences such as normal weathering or discolouration of (parts of) the product;
 - If the products has been used for rental purposes.
2. The following parts are excluded from the warranty: tyres

Article 3. Labour costs on parts in case of warranty

During the warranty period all parts in respect of which Carver has determined that they contain faulty material and/or a structural defect will - at Carver's discretion - be repaired or replaced. Any (dis)assembly costs will be borne by the Customer, if the Customer may be expected to be able to assemble the part to be replaced himself.

Article 4. Notify defect, filing a claim under the warranty

1. Defects and claims under this warranty must be filed by the Customer to Carver by e-mail, stating the order number and photo of the relevant part, within 7 calendar days after discovery of the defect. Should it be necessary for Carver to inspect the product in order to assess the defect/claim, Carver may require that it inspects the product for review and an appropriate solution for the inspection will be sought in consultation with the Customer.
2. Carver reserves the right to determine whether the product or a part ~~thereof~~ thereof qualifies for repair or replacement. In case of replacement, the product becomes the property of Carver (again).
2. Carver will acknowledge or reject the claim within a reasonable period of time.
4. Any costs of transport of (parts of) the product to and from Carver will be borne by the Customer, unless the defect is covered by the warranty.

Article 5. Liability

A warranty claim honoured by Carver does not automatically mean that Carver also accepts liability for any damage suffered. Carver's liability will never extend beyond what is described in these warranty conditions and/or the applicable general terms and conditions of Carver.

Article 6. **Miscellaneous**

1. Any contract between Carver and a Customer will be governed exclusively by Dutch law. The United Nations Convention on Contracts for the International Sale of Goods (the 'Vienna Sales Convention') does not apply.
2. In the event of a dispute between Carver and a Customer, Carver will endeavour to resolve the dispute satisfactorily by agreement. Should Carver fail in doing so, the parties will submit the dispute to the court that has jurisdiction according to the statutory rules.
3. These warranty provisions apply as of 30 March 2018.