

## WHAT WE GUARANTEE AND WHAT YOU PROMISE US

The GoPed Group of Companies, a Nevada Corporation (hereinafter referred to as "P.M.W.") expressly warrants that each of its products is free from defects in material and workmanship under normal operating conditions and according to proper use for a period of 90 days from the date of original purchase. Frame and fork guaranteed for 2 years against factory defects and workmanship. Normal operating conditions require adequate fuel / oil ratio and / or routine care and maintenance by the purchaser of the product. Proper use means that the P.M.W. transportation product is to be used only in the manner intended for personal transportation of a single rider with proper safety equipment described on the RED SAFETY WARNING LABEL affixed to the product. P.M.W. Transportation Products are intended for use only with the proper safety equipment on smoothly paved, safe, dry, nonoily surfaces in accordance with local regulations during daylight hours. In express consideration for purchasers execution of the limited warranty and liability agreement, P.M.W. will repair or replace any part or component, other than tires, of the P.M.W. transportation product free of charge to the original purchaser who registers his/her product under the warranty program. Warranty service can be obtained by calling your local dealer or the Tech. Line at (925) 373-6309 and following the instructions given by the service representative. Shipping costs will be at the purchasers' expense.

This warranty does not apply to tire wear, operation under abnormal conditions or damage to the vehicle brought on by improper use. Racing, competitive or commercial use, or modification of the product shall void this express limited warranty. All models with adjustable carburetors are not warranted for piston/cylinder seizure due to adjustability of the carburetor, which can be tampered by end user. Engine crankshaft failures on spindle drive models are not covered under warranty due to varying riding styles and the adjustability of the tire to spindle pressure by end user. Purchaser herewith acknowledges: (a) P.M.W. assumes no liability for any misuse of any of its transportation products. (b) Under this limited warranty and liability agreement P.M.W. shall have no obligation and the purchaser or user shall have no remedy against P.M.W., its officers, agents or assigns for any damages, including without limitation, incidental, consequential, special, punitive damages arising from direct or indirect injury to person or property, or any other loss, whether or not occasioned by negligence, or otherwise, on the part of P.M.W. (c) Purchaser acknowledges that there is an inherent risk in the operation of motorcycles, bicycles, mopeds,

and all P.M.W. transportation products, and herewith assumes the risk of any injury arising from operation of any P.M.W. transportation product.

Original owner will indemnify and hold P.M.W. harmless and will take full responsibility for conveying all safety warnings, instructions, and limited warranty if unit is sold, lent, or otherwise transferred to other persons and will indemnify P.M.W. from any claims against it for original owners' failure to do so.

THE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE SHALL BE EXCLUSIVE AND THERE IS NO OTHER WARRANTY OR LIABILITY, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE AND WHETHER OR NOT OCCASIONED BY SELLER'S NEGLIGENCE. THERE IS NO IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THOSE EXPRESSLY STATED HEREIN.

NOTICE: Some states do not allow the exclusion or limitation of incidental or consequential damages and some states do not allow limitation on how long an implied warranty lasts, therefore, some of the above limitations may not apply to you.

NOTICE: Your Homeowners Insurance may not cover either Direct or Third Party Liability Claims arising from use of this or any other GoPed® product.

USER ACKNOWLEDGES THAT THEY HAVE READ AND UNDERSTAND EACH WARNING BY PLACING THEIR INITIALS IN EACH BOX

\_\_\_\_\_ This device does not conform to Federal Motor Vehicle Safety standards and is not intended for operation on public streets, roads or highways.

\_\_\_\_\_ Safety helmet, goggles, gloves, elbow, and knee pads, appropriate shoes, and bright clothing must be worn while operating this device to reduce potential of injury.

\_\_\_\_\_ Do not operate this device in traffic, or on wet, frozen, oily or unpaved surfaces. Avoid uneven surfaces, chuckholes, surface cracks, obstacles and night or conditions of darkness.

\_\_\_\_\_ Never carry passengers and objects that can hinder your abilities to safely operate your vehicle.

\_\_\_\_\_ Pregnant persons should not use this product.

\_\_\_\_\_ Never use alcohol or drugs before or while operating this device. They slow reaction time and impair judgment.

\_\_\_\_\_ This product should not be used by minors without adult supervision.

\_\_\_\_\_ High speeds, jumps and trick maneuvers are dangerous and could result in loss of control and other accidents.

\_\_\_\_\_ When accelerating or climbing hills, you will need to lean forward, under braking conditions you will need to lean back, to keep wheels in contact with the ground.

\_\_\_\_\_ Never permit a guest to use this device unless the guest has read the user manual and all labels.

\_\_\_\_\_ I agree to provide my guest with helmet, safety goggles, elbow pads, and knee pads.

\_\_\_\_\_ Engine shut off switch is available for rear wheel braking or for use in the event of throttle failure or other emergency when engine shut off is desired.

\_\_\_\_\_ This product should not be used by persons unwilling or unable to take responsibility for their own actions.

\_\_\_\_\_ Read all additional warnings and instructions in user manual before operating this P.M.W. product.

\_\_\_\_\_ Adults purchasing this Unit for Children, inclusive but not limited to a Parent or Guardian, assume direct liability for injury to the child, or to third parties to whom the child entrusts the vehicle.

\_\_\_\_\_ Homeowners Insurance may not cover either Direct or Third Party Liability Claims Arising from Use of this or any other GoPed® product.

\_\_\_\_\_ I herewith promise not to entrust this vehicle to any child under 16 (Sixteen) years of age.

\_\_\_\_\_ Never remove exhaust tube from manifold of engine or serious damage to your Go-Ped and yourself will result.

**WE SETTLE ARGUMENTS BY ARBITRATION  
ANY DISPUTE HEREUNDER WILL BE RESOLVED THROUGH BINDING  
ARBITRATION IN THE CITY OF RENO, COUNTY OF  
WASHOE, NEVADA, ACCORDING TO THE RULES GERMANE TO  
ARBITRATIONS CONTAINED IN REVISED NEVADA  
STATUTES.**

\_\_\_\_\_ (Purchaser's Initials Required)

NOTICE: BY SIGNING BELOW YOU ARE AGREEING TO HAVE ANY DISPUTES ARISING OUT OF THE MATTERS INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION DECIDED BY NEUTRAL ARBITRATION AS PROVIDED BY NEVADA LAW, AND THAT YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR JURY TRIAL. BY SIGNING BELOW YOU ARE GIVING UP YOUR JUDICIAL RIGHTS TO DISCOVERY AND APPEAL, UNLESS THOSE RIGHTS ARE SPECIFICALLY INCLUDED IN THE 'ARBITRATION OF DISPUTES' PROVISION. IF YOU REFUSE TO SUBMIT TO ARBITRATION AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO ARBITRATE UNDER THE AUTHORITY OF THE NEVADA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS ARBITRATION PROVISION IS VOLUNTARY.

You should feel free to consult an attorney before signing this limited warranty and liability agreement.

I have read understood and agreed to be bound by the limited warranty and liability agreement above and agree to submit disputes arising out of matters included in the arbitration of disputes provision to neutral arbitration.  
California Go-Ped ®/The GoPed Group of Companies Limited Warranty

EMISSION RELATED PARTS, FOR TWO (2) YEARS FROM THE DATE OF ORIGINAL DELIVERY, The GoPed Group of Companies (THE COMPANY), THROUGH ANY GOPED® DEALER, WILL REPAIR OR REPLACE, FREE OF CHARGE, FOR THE ORIGINAL AND EACH SUBSEQUENT PURCHASER, ANY PART OR PARTS FOUND TO BE DEFECTIVE IN MATERIAL AND/OR WORKMANSHIP.

EMISSION RELATED PARTS ARE: THE CARBURETOR ASSY, COIL ASSY, ROTOR, SPARKPLUG, AIR FILTER, FUEL FILTER, INTAKE MANIFOLD, AND THE GASKETS

ALL OTHER PARTS EXCEPT ABOVE PARTS, FROM THE DATE OF ORIGINAL DELIVERY, THE COMPANY, THROUGH ANY GOPED ® DEALER WILL REPAIR OR REPLACE, FREE OF CHARGE, FOR THE ORIGINAL PURCHASER. ANY PART OF PARTS FOUND TO BE DEFECTIVE IN MATERIAL AND/OR WORKMANSHIP.

THIS IS THE EXCLUSIVE REMEDY:

THE PURCHASER SHALL BEAR COSTS OF TRANSPORTING THE UNIT TO AND FROM THE GOPED ® DEALER. THE PURCHASER SHALL NOT BE CHARGED FOR DIAGNOSTIC LABOR WHICH

LEADS TO THE DETERMINATION THAT A WARRANTED PART IS DEFECTIVE, IF THE DIAGNOSTIC WORK IS PERFORMED AT THE GOPED ® DEALER.

THE PURCHASER OR OWNER IS RESPONSIBLE FOR THE PERFORMANCE OF THE REQUIRED MAINTENANCE AS DEFINED BY THE MANUFACTURER IN THE OWNER/OPERATOR MANUAL. ANY WARRANTED PART WHICH IS NOT SCHEDULED FOR REPLACEMENT AS REQUIRED MAINTENANCE, OR WHICH IS SCHEDULED ONLY FOR REGULAR INSPECTION TO THE EFFECT OF “REPAIR OR REPLACE AS NECESSARY” SHALL BE WARRANTED FOR THE WARRANTY PERIOD. ANY WARRANTED PART WHICH IS SCHEDULED FOR REPLACEMENT AS REQUIRED MAINTENANCE SHALL BE WARRANTED FOR THE PERIOD OF TIME UP TO THE FIRST SCHEDULED REPLACEMENT POINT FOR THE PART.

ANY REPLACEMENT PART THAT IS EQUIVALENT IN PERFORMANCE AND DURABILITY MAY BE USED IN NONWARRANTY MAINTENANCE OR REPAIRS, AND SHALL NOT REDUCE THE WARRANTY OBLIGATION OF THE COMPANY.

THE COMPANY IS LIABLE FOR DAMAGES TO OTHER ENGINE COMPONENTS CAUSED BY THE FAILURE OF A WARRANTED PART STILL UNDER WARRANTY.

THE WARRANTY DOES NOT APPLY TO THOSE UNITS WHICH HAVE BEEN DAMAGED BY NEGLIGENCE OF INSTRUCTION LISTED IN THE OWNER/OPERATOR MANUAL FOR PROPER USE AND MAINTENANCE OF THE UNIT, ACCIDENT, MISHANDLING, ALTERATION, ABUSE, IMPROPER LUBRICATION, USE OF ANY PARTS OR ACCESSORIES OTHER THAN THOSE SPECIFIED BY THE COMPANY, OR OTHER CAUSES BEYOND THE COMPANY’S CONTROL.

THIS WARRANTY DOES NOT COVER THOSE PARTS REPLACED BY NORMAL WEAR OR HARMLESS CHANGES IN THEIR APPEARANCE.

THERE ARE NO OTHER EXPRESS WARRANTIES.

IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED TO 90 DAYS FROM THE ORIGINAL DELIVERY DATE.

LIABILITIES FOR INCIDENTAL OR CONSEQUENTIAL DAMAGE UNDER ANY AND ALL WARRANTIES ARE EXCLUDED.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

IF YOU NEED TO OBTAIN INFORMATION ABOUT THE NEAREST SERVICE CENTER, PLEASE CALL The GoPed Group of Companies AT (925)

373-6309 or visit [www.goped.com](http://www.goped.com)

**IMPORTANT: YOU WILL RECEIVE A WARRANTY REGISTRATION FORM AT TIME OF PURCHASE. PLEASE FILL OUT THE FORM AND SEND IT TO GOPED ®/The GoPed Group of Companies WITHIN SEVEN (7) DAYS. BE SURE TO KEEP A COPY FOR YOUR RECORDS.**

The GoPed Group of Companies P.O. Box 1209 Minden, NV 89423