

# **RYAN FLYER WARRANTY**

## **Limited Warranty Coverage**

Your purchase includes the following warranty which is in lieu of all other express warranties. This warranty is extended only to the original purchaser and is non-transferable. Only consumers purchasing Ryan Flyer (RF) products from Ryan Flyer or through authorized Ryan Flyer Vendors listed on our website may obtain coverage under our limited warranties.

## **Limited Warranty**

Components and exceptions to warranty conditions are defined as below. Individual warranty periods and exceptions to warranty coverage are defined in this section.

### **Frame**

The frame is guaranteed against manufacturing defect (defined as a defect in materials or workmanship at the time of product delivery) to the original purchaser of the Ryan Flyer Quadricycle or Trike for a period of five (5) years from the delivery date or 1200 miles, whichever comes first, subject to the terms and conditions of this limited warranty. Damage due to off road use, commercial use, and/or impact and/or cosmetic damage (to be determined at RF's discretion) to these components is not covered by warranty.

### **Drive-train Components**

"Drive-train Components" includes hubs, gears, axles, pedals, chains, brake calipers, brake levers, steering rods and steering stems. Drive-train components are guaranteed against manufacturing defect (defined as a defect in materials or workmanship as delivered with the product) to the original purchaser of the Ryan Flyer Quadricycle or Trike for a period of one year from the delivery date subject to the terms and conditions of this limited warranty. Damage due to off road use or impact, overloading and/or cosmetic damage (to be determined at RF's discretion) to these components is not covered by warranty.

### **Electric components**

"Electric components" include motor, solar panel, running lights, headlamps, turn indicators, wiring, controllers, MPPT solar controllers, and switches. Electric components are guaranteed against manufacturing defect (defined as a defect in materials or workmanship as delivered with the product) to the original purchaser of the Ryan Flyer Quadricycle or Trike for a period of one year from the delivery date subject to the terms and conditions of this limited warranty. Damage due to liquid exposure, accidental drops, off road use or impact, overloading and/or cosmetic damage (to be determined at OT's discretion) to these components is not covered by warranty.

## **Battery Warranty:**

### **Warranty Period**

Ryan Flyer, Inc. ("RF") provides the following limited product and performance warranties (the "Warranties") to the original buyer ("Buyer") of an electric bicycle battery ("battery") installed in RF's Quadricycle or Trike or purchased from RF during the "Warranty Period," which shall mean the period expiring twelve (12) months from date of purchase. Limited Product Warranty Subject to the exclusions contained herein, RF warrants to Buyer that the battery shall be free from material defects in materials and workmanship that have an effect on battery functionality under normal application, installation, use and service conditions as specified in any battery manual, installation instructions, operating guidelines or other documentation provided by RF at time of sale, provided, that any damages caused to the battery by improper transportation, handling, storage or installation, misuse or abuse, or modification, service, repair or alteration during or after installation without RF's consent, shall void this Warranty. Claims under this Warranty shall only be valid if Buyer can provide proof that the malfunctioning or nonconformity of a battery results exclusively from defects in materials and/or workmanship under normal application, installation, use and service conditions specified in RF's standard product documentation.

### **Limited Performance Warranty**

Notwithstanding other provisions in this Warranty, RF warrants and guarantees that the battery will maintain Discharge Capacity of no less than 70% of nominal capacity ("Nominal Capacity"). Discharge Capacity shall be defined and measured as the ampere-hours (Ah) available during a three-hour constant discharge from 100% state of charge to 0% state of charge. Each battery pack's Nominal Capacity can be found on the battery label and on the corresponding Product Data Sheet provided by RF at the time of battery sale to Buyer.

### **Exclusions**

Notwithstanding anything herein to the contrary, the Warranties set forth herein DO NOT apply to any battery that has been subjected to negligence in transportation, handling, storage, installation or use, or has been modified, serviced, repaired, or altered during or after installation without RF's consent, or in any way tampered with, or which has been subjected to extraordinary salt or chemical exposure, or which has been subjected to improper installation, application, alteration, unauthorized service, or which has been subjected to power surges, flood, fire, direct or indirect lightning strikes, or other acts of nature, or which has been subjected to accidental breakage, vandalism, explosions, acts of war, acts of god, or other events outside RF's control. Unless otherwise required by any mandatory applicable law, the Warranties do not cover any costs associated with installation, removal or re-installation of returned battery. In addition, the Warranties do not apply to any cosmetic change in appearance stemming from normal wear and tear over time. Warranty claims shall not apply if the type or serial number of the battery has been altered, removed, or made illegible.

Without limiting the generality of the foregoing exclusions, any of the following activities shall also void the Warranties:

- Charging and/or discharging the battery at rates greater than the maximum charge and discharge rates listed in the Product Data Sheet provided by RF to Buyer at time of purchase.

- Charging the battery at a temperature lower than 32 degrees Fahrenheit (0 degrees Celsius).
- Not fully charging battery at least once every three months. • Connecting two or more batteries in series and/or parallel.
- Subjecting battery to ambient temperatures during storage or periods of non-operation higher than 60°C.
- Attempts, successful or otherwise, to modify or replace any part of the battery (including battery management system, wiring, charge connectors, or discharge connectors) without RF's express written consent.
- Illegal or improper shipping of the battery.
- Submersion of battery in water or other liquids.
- For batteries not sold in an RF supplied enclosure (constructed of metal, injection molded plastic, or a similar material), exposing the battery to water or excessive moisture.
- Puncturing the shrink-wrap surrounding the battery cell pack in any way, whether through improper mounting of the battery, exposure to physical damage or abuse, or other means.

### **Claim Verification and Remediation Process**

If Buyer believes that it has a justified claim covered by the Warranties set forth above, then Buyer shall comply with the following return material authorization process: Buyer must submit each such claim in writing, with supporting data regarding system usage, to RF within the applicable Warranty Period specified above. All claims and supporting data shall be sent to the following address or such future address as RF may provide from time to time:

Electronic: [admin@ryanflyer.com](mailto:admin@ryanflyer.com)

Such notice should enclose evidence of the date of delivery of the applicable battery and the basis for Buyer's claim. Warranty claims may only be made by the Buyer. Upon receipt of such written claim, RF may seek further data and verification of Buyer's claim, including shipment of battery to RF's battery supplier. All batteries shipped to RF's battery supplier must be shipped as Class 9 dangerous goods (HAZMAT) and must be shipped in accordance with all applicable local, state, federal, and international laws. Do not ship the battery to RF. RF representatives can provide shipping addresses, instructions, and guidance to ensure safe and legal shipping methods are employed. Buyer shall be responsible for delivery of the battery to RF's battery vendor. RF will make a final determination of the validity of the Warranty claim within 30 days of receipt of original claim or receipt of the battery by RF's battery vendor, whichever is later. For batteries with void Warranties, RF will arrange for return shipping to Buyer at Buyer's request and expense. For batteries with valid Warranty claims, RF will follow the procedure set forth below.

If RF verifies in its reasonable judgment that a battery does not comply with the Warranties set forth above, then RF, at its option and in its sole discretion, will either 1) repair and return the affected battery; 2) replace the affected battery by shipping a new or refurbished battery to Buyer; or 3) provide to Buyer financial compensation for the reduced performance of the battery system. If RF chooses to provide Buyer with financial compensation, such compensation shall be calculated as a straight-line proration of the original purchase price paid to RF by Buyer. The straight-line proration will be calculated by dividing the number of months left before the end of the Warranty Period by twelve (12). Any repair or replacement of an affected battery shall not increase the applicable Warranty Period. RF reserves the right to deliver a similar battery (of similar size, shape, power output, and/or energy capacity) in replacement of the returned battery should the production of the returned model be

discontinued or otherwise unavailable. Ownership and title of all returned batteries which have been replaced shall pass to RF.

### **Third Party Optional Accessories**

All third party optional accessories such as speakers, the Cycle Analyst, cell phone mounts are guaranteed against manufacturing defect to the original purchaser of the Ryan Flyer Quadricycle or Trike by a limited thirty (30) day warranty subject to the terms and conditions of this limited warranty. Claims against these components must be made within thirty (30) days of delivery. Damage due to liquid exposure, accidental drops, off road use or impact, overloading and/or cosmetic damage (to be determined at RF's discretion) to these components is not covered by warranty.

### **Miscellaneous**

Parts such as tubes, tires, rims, cables, brake shoes, and seat covering are not covered under warranty.

### **Demos**

This Limited Liability Warranty Coverage does not apply to any Demonstration or Used Models sold by Ryan Flyer or by authorized Ryan Flyer Vendors listed on our website.

Ryan Flyer will not provide any warranty coverage unless claims are made following proper procedure outlined below. To request warranty service, contact the Ryan Flyer Customer Service Department and clearly provide the following information:

1. The sales receipt with evidence of the date and place of purchase.
2. Full name, contact details (including telephone number and email address).
3. Build number of the Ryan Flyer Quadricycle or Trike and a copy of the warranty.
4. A description of the problem.
5. Images or video evidence of the problem.
6. Delivery of the defective component, postage prepaid and carefully packed and insured, to Ryan Flyer. Components must be returned for inspection at the customer's expense. When warranty service is completed, any repaired or replacement product or part will be returned to you.

### **Useful Life-cycle**

Every Ryan Flyer Quadricycle or Trike has a useful life cycle. The length of useful life-cycle of an Ryan Flyer Quadricycle or Trike or components is not the same as the warranty period and will vary, depending on the type of Ryan Flyer Quadricycle or Trike, riding conditions, and care the Ryan Flyer Quadricycle or Trike receives. Riding in severe conditions or climates, riding with heavy loads, or any other nonstandard use can substantially shorten the useful product life-cycle. Any one or a combination of these conditions may result in an unpredictable failure that is not covered by this limited warranty. All Ryan Flyer Quadricycle or Trikes should be periodically checked by appropriate bicycle mechanic for indications of potential problems, inappropriate use and/or abuse. These are important safety checks and may help prevent accidents, bodily injury to the rider and a shortened product life-cycle.

## **Return Policy**

The Ryan Flyer Quadricycle or Trike and RF products are custom made and returns are not accepted. All sales are final and nonrefundable.

## **Terms and Conditions**

Any other warranty claim not included in the statements above is void. This especially includes installation, assembly, and disassembly costs. The limited warranty does not cover paint damage, rust, any modification made to the Ryan Flyer Quadricycle or Trike, normal wear and tear, improper assembly or maintenance, and installation of parts or accessories not originally intended or compatible with the Ryan Flyer Quadricycle or Trike as sold. The warranty does not apply to damage or failure due to accident, commercial use, abuse, misuse, neglect or theft. Claims involving these issues will not be honored.

It is the responsibility of the individual consumer purchaser to assure that all functional parts are adjusted properly, and subsequent normal maintenance services and adjustments necessary to keep the Ryan Flyer Quadricycle or Trike in good operating condition are properly made. This warranty does not apply to damage due to improper installation of parts, installation of any kind of power plant or internal combustion engine, modification or alteration of the brakes, drive train, or frame in any way, or failure to properly maintain or adjust the Ryan Flyer Quadricycle or Trike.

**NOTICE:** Ryan Flyer Quadricycle or Trike specifications are subject to change without notice

**THIS IS THE ONLY WARRANTY MADE BY RF. THERE ARE NO OTHER WARRANTIES. ANY WARRANTY THAT MIGHT OTHERWISE BE IMPLIED BY LAW INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED STRICTLY TO THE APPLICABLE LENGTH OF THIS LIMITED WARRANTY INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF USE FOR A SPECIFIC PURPOSE.**

## **Conditions of Warranty:**

1. Your Ryan Flyer Quadricycle or Trike has been designed for general transportation and recreational use, but has not been designed to withstand abuse associated with stunting and jumping. This warranty ceases when you rent, sell, use commercially, or give away the Ryan Flyer Quadricycle or Trike with more than a total payload of 350lbs, or use the Ryan Flyer Quadricycle or Trike for stunting or jumping.
2. This warranty does not cover ordinary wear and tear or anything you break accidentally or deliberately.
3. This warranty does not cover normal wear and tear, improper assembly or maintenance, or installation of parts or accessories not originally intended or compatible with the Ryan Flyer Quadricycle or Trike as sold. The warranty does not apply to damage or failure due to accident, abuse, misuse, neglect, or theft. Claims involving these issues will not be honored.
4. It is the responsibility of the individual consumer/purchaser to assure that all parts included in the factory-sealed carton are properly installed, all functional parts are adjusted properly, and subsequent normal maintenance services and adjustments necessary to keep the Ryan Flyer

- Quadricycle or Trike in good operating condition are properly made.
5. This warranty does not apply to damage due to improper installation of parts, installation of any kind of power plant or internal combustion engine, modification or alteration of the brakes, drive train, or frame in any way, or failure to properly maintain or adjust the Ryan Flyer Quadricycle or Trike.
  6. This Agreement shall be governed by the laws of the state of Kansas. In the event that any dispute or claim arising from the construction, validity or performance of this Agreement cannot be resolved out of court by the parties, such claim or dispute shall be subject to the exclusive jurisdiction of the courts of Wichita, Kansas (USA).
  7. It is agreed by the parties that irrespective of the provisions of any state or federal law, statute, rule or regulation, the only warranties, express or implied, applicable to the product which is the subject of this agreement are those expressly stated herein.

**NOTICE:** Ryan Flyer Quadricycle or Trike specifications subject to change without notice.

Ryan Flyer, LLC.  
901 E Central  
Wichita, KS 67202

Call 316-636-7885  
Monday - Friday 9:00 a.m. to 6:00 p.m. Central Standard Time

© 2017 Ryan Flyer LLC.