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LIMITED WARRANTY

All Sun Seeker recumbents sold through and assembled by an authorized Sun Seeker dealer are subject to the following terms, conditions, and limitations. J&B Importers, Inc. grants each original buyer of a Sun Seeker recumbent a non-transferable warranty subject to the following limitations, terms, and conditions that states when new this recumbent is free of defective materials and workmanship.

- **Lifetime Summary Coverage** (Subject to limitations, terms, and additional conditions as explained below)
 - All Sun Seeker alloy and steel frames are warranted for the lifetime of the original retail buyer. If at the time of warranty, Sun Seeker does not have available an equivalent frame, the consumer may be offered a complete bike at a discounted price.
- **One (1) Year Summary Coverage** (Subject to limitations, terms, and additional conditions as explained below)
 - All Sun Seeker forks, parts, and components including electric recumbent motors & electronic parts (except wear items such as tires and grips) are warranted for one (1) year from the date of purchase of the original retail buyer.
 - All electric recumbent lithium-ion batteries are warranted for one (1) year or have not been charged more than 500 times (whichever comes first) from the date of purchase of the original retail buyer with the following exceptions. The battery warranty does not include damage from power surges, improper charging, use of unapproved chargers (only original equipment charger is approved), improper storage, not charging at prescribed intervals, water damage, or normal wear.
- **Commercial Use Summary Coverage** (Subject to limitations, terms, and additional conditions as explained below)
 - All Sun Seeker alloy and steel frames, if used for commercial purposes, are warranted for one (1) year from the date of purchase of the original retail buyer.
 - All Sun Seeker forks, parts, and components including electric recumbent motors & electronic parts (except wear items such as tires and grips), if used for commercial purposes, are covered for thirty (30) days from the date of purchase of the original retail buyer.
 - All electric recumbent lithium-ion batteries, if used for commercial purposes, are covered for thirty (30) days from the date of purchase of the original retail buyer.

LIMITED WARRANTY DOES NOT COVER

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

ADDITIONAL CONDITIONS

This Limited Warranty is made only to the original owner of this new Sun Seeker recumbent purchased from a Sun Seeker dealer, and it shall remain in force only as long as the original owner retains ownership of the Sun Seeker recumbent. This Limited Warranty is not transferable. In order to exercise your rights under this limited warranty, the recumbent must be presented to a Sun Seeker dealer, together with a receipt, bill of sale, or other appropriate written proof of purchase, which identifies the recumbent by serial number. Should this recumbent or any part be determined by Sun Seeker to be covered by this warranty, it will be repaired or replaced, at the sole option of Sun Seeker, 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 claimed defects, malfunctions, or failures that result from abuse, neglect, improper assembly, improper maintenance, alteration, collision, crash, or misuse. This recumbent has not been designed, engineered, distributed, manufactured, or retailed to be equipped with a motor of any kind, (accept models where motor is included as part of the original design) for uses in trick riding, ramp riding, jumping, aggressive riding, riding on severe terrain, riding in severe climates, riding with heavy loads, commercial activities, (accept for models designed specifically for commercial use) or any similar activities; such uses may damage the recumbent, and can cause serious injury to the rider, and in all cases will void this warranty.

USEFUL PRODUCT LIFE CYCLE

Every Sun Seeker recumbent has a useful product life cycle. The length of that useful product life cycle will vary with the construction and materials of the recumbent, the maintenance and care the recumbent receives over its useful product life cycle, and the type and amount of use the recumbent 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 a Sun Seeker recumbent. Any one or a combination of these conditions may result in an unpredictable failure of a Sun Seeker recumbent that would not be covered by this warranty. All Sun Seeker recumbents should be periodically checked by a Sun Seeker 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 are important safety checks and very important to help prevent accidents, bodily injury to the rider and shortened useful product life cycle of a Sun Seeker recumbent.

THIS IS AN INTEGRATED AND FINAL STATEMENT OF SUN SEEKER'S LIMITED WARRANTY. SUN SEEKER DOES NOT AUTHORIZE OR ALLOW ANYONE, INCLUDING ITS DEALERS, TO EXTEND ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR SUN SEEKER. NO OTHER REPRESENTATION, AND NO STATEMENT OF ANYONE BUT SUN SEEKER, INCLUDING A DEMONSTRATION OF ANY KIND BY ANYONE SHALL CREATE ANY WARRANTY REGARDING THIS RECUMBENT. ALL OF THE REMEDIES AVAILABLE TO THE ORIGINAL OWNER ARE STATED HEREIN. IT IS AGREED THAT SUN SEEKER'S LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE NO GREATER THAN THE AMOUNT OF THE ORIGINAL PURCHASE PRICE AND IN NO EVENT SHALL SUN SEEKER BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

DISCLAIMER

All other remedies, obligations, liabilities, rights, 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 Sun Seeker and waived by the original owner. Some states, jurisdictions, countries, 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.