



MANUFACTURER'S LIMITED LIFETIME WARRANTY ON TOMBERLIN EVOKE FRAMES



Ebliss global, inc. (“we”, “us” or “our”) offers a limited lifetime warranty for all our electric bicycle frames. This limited warranty applies only to the original retail purchaser (“you”). This limited warranty gives you specific legal rights and you may also have other rights, which vary from state to state. The limited warranty can also be found online at www.ebliss.global/warranty and in the documentation we provide with the product. We warrant that the frame of the product will be free from defects in materials and workmanship. We limit the duration and remedies of all implied warranties, including without limitation the warranties of merchantability and fitness for a particular purpose to this express limited warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Our responsibility for defective goods is limited to repair or replacement or refund as described below in this warranty statement.

WHO MAY USE THIS WARRANTY?

eBlissGlobal, Inc., located at 123 West Nye Lane, Suite 129, Carson City, NV 89706 (“we”) extend this limited warranty only to the consumer who originally purchased the product (“you”). It does not extend to any subsequent owner or other transferee of the product.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the Tomberlin Evoke e-bike frame (the “product”) only and does not cover e-bike components, including, without limitation, the hub transmission, motor, brakes, belt drive and other bicycle components.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, misuse, abuse, neglect, theft or other actions or events beyond our reasonable control. This bicycle is not intended for trick riding, ramp riding, jumping, aerobatics, aggressive riding, riding on severe terrain, riding in severe climates, racing, riding with heavy loads, riding with more than one person, institutional or industrial use, use with a motor, rental, or any similar activities. Such use may damage the bicycle, can cause serious injury, and in all cases shall void this warranty.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of your purchase and lasts for the duration of your ownership (the “Warranty Period”). The Warranty Period is not extended if we repair or replace the product. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

In the event of a defect, malfunction, or other failure of the product not caused by any misuse or damage to the product, we will, in our sole discretion, either repair or replace such product (or the defective part) free of charge. We will also pay for shipping and handling fees to return the repaired or replacement product to you.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must call 1-844-EMERGE2 (363-7432) or email our Customer Service Department during the Warranty Period to obtain a Defective Merchandise Authorization (“DMA”) number. No warranty service will be provided without a DMA number.



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WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?

If any dispute, controversy or claim arises out of or relates to (i) the product, other e-bike components, or the assembled e-bike, or (ii) this warranty or the breach, termination, or invalidity hereof (each, a "Dispute") and if such Dispute cannot be settled through negotiation with us, you agree first to try in good faith to settle the Dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration. If such mediation proves unsuccessful, any such Dispute shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. You agree that these procedures are the exclusive mechanisms for resolving any Dispute with us that may arise from time to time.

Limitation of liability

The remedies described above are your sole and exclusive remedies and our entire liability for any breach of this limited warranty. Our liability shall under no circumstances exceed the actual amount paid by you for the defective product, nor shall we under any circumstances be liable for any consequential, incidental, special or punitive damages or losses, whether direct or indirect, including, without limitation, damages for personal injury, property damage, or economic loss, whether based on contract, warranty, negligence, product liability or any other theory. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

To the extent not prohibited by law, this warranty is exclusive and in lieu of all other warranties, oral, written, statutory, express or implied. Except for the express warranties contained in this limited warranty statement and to the extent not prohibited by law, we disclaim all other warranties, expressed or implied, statutory or otherwise, including without limitation, the warranties of merchantability and fitness for a particular purpose. Some states do not allow disclaimers of implied warranties, so this disclaimer may not apply to you. To the extent such warranties cannot be disclaimed under the laws of your jurisdiction, we limit the duration and remedies of such warranties to the duration of this express limited warranty.