

3-YEAR LIMITED WARRANTY

Electric Bicycle Batteries with Samsung Cells

DOCUMENT
Commercial Warranty Terms

WARRANTOR
Echo Sports inc.

TERRITORY
Canada - subject to applicable laws

AT A GLANCE

The battery is covered for 36 months only if a diagnostic test demonstrates an actual loss greater than 30% of its initial capacity, subject to the conditions and exclusions below. Proof of purchase is required.

1. Purpose and Scope of the Warranty

Echo Sports inc. ("Echo Sports") grants the original purchaser a limited commercial warranty of thirty-six (36) months on eligible electric bicycle batteries sold separately by Echo Sports, whether new or reconditioned by Echo Sports.

Each covered battery is assembled with Samsung-brand cells. This statement describes the cells used; it does not constitute a warranty offered by Samsung and does not create any contractual relationship between Samsung and the purchaser.

The warranty covers the complete battery supplied by Echo Sports, including its cells and Battery Management System (BMS), when a defect results from faulty materials, assembly or manufacturing under normal conditions of use.

Essential condition of the commercial warranty: eligibility must be confirmed by a controlled technical test performed by Echo Sports demonstrating an actual loss greater than 30% of the measured initial capacity, meaning remaining capacity below 70%. A loss exactly equal to 30%, a simple perceived decrease in range, or an estimate displayed by the bicycle is not sufficient, subject to applicable legal warranties.

2. Duration and Start Date

The warranty begins on the purchase date shown on the invoice and remains valid for 36 months. The original proof of purchase or a legible copy is required.

The period during which Echo Sports retains the battery to perform warranty service extends the warranty by an equivalent period, in accordance with applicable laws.

A repair or replacement performed under warranty does not create a new 36-month period. The repaired or replaced battery remains covered for the balance of the original period, plus, where applicable, the extension corresponding to the time it was in Echo Sports' possession. This rule does not limit applicable legal warranties.

3. What Is Covered

ELIGIBILITY THRESHOLD

A claim is eligible only if Echo Sports' technical test confirms a capacity loss greater than 30% compared with the battery's initial capacity. A loss exactly equal to 30% does not meet this threshold.

- Electrical failure preventing the battery from supplying normal power to a compatible bicycle.
- Premature failure of one or more Samsung cells, the BMS, internal wiring or internal connections, when the failure is not caused by an excluded event.
- Assembly or manufacturing defect identified by Echo Sports' technical diagnostic or by a centre authorized in writing.
- Repair or replacement, parts and labour, when the claim is accepted.

4. Exclusions - Situations Not Covered

IMPORTANT

The following exclusions are separate clauses. They apply only to the extent permitted by law.

- Normal wear and gradual decrease in range or capacity related to age, charging cycles, temperature, carried weight, terrain, tire pressure or assistance mode, when the battery remains functional.
- Damage caused by deep discharge, including a battery left empty or nearly empty for an extended period, or by storage that does not comply with the recommendations provided with the product.
- Use of a charger that is incompatible, modified, damaged or not approved for the battery voltage and chemistry.
- Overcharging, short circuit, overvoltage, reversed polarity, faulty installation, improper connection, or use with an incompatible bicycle, controller, motor or mount.
- Water infiltration, immersion, pressure washing, corrosion, excessive condensation, exposure to fire, a heat source, extreme freezing temperatures, or any condition exceeding intended normal use.
- Impact, fall, collision, crushing, puncture, cracked casing, torn connector, shipping damage after delivery, or any other external physical damage.
- Opening the casing, modification, bypassing the BMS, repair, soldering or intervention performed by a person not authorized in writing by Echo Sports.
- Intensive commercial use, rental, competition, transport of abnormal loads, or use other than normally intended, unless otherwise agreed in writing on the invoice.
- Theft, loss, vandalism, accident, natural disaster, or indirect damage not resulting from a covered defect.
- A battery whose serial number, identification label or security seal has been removed, altered or made illegible, unless the consumer otherwise demonstrates the battery's eligibility.
- Charger, mount, lock, keys, external wiring or other accessory sold separately, unless otherwise stated in writing on the invoice.
- A battery included with the purchase of a complete bicycle, which is governed by the warranty applicable to the bicycle and not by this document.

5. Required Maintenance and Use

To preserve battery safety and service life, the user must follow the manufacturer's instructions and the recommendations provided by Echo Sports, including:

- use only a compatible charger in good condition;
- recharge the battery regularly and avoid leaving it completely discharged;
- during a long period without use, keep the battery between 20% and 70% charge and periodically check its level to avoid deep discharge;
- store the battery in a dry, moderate-temperature and secure location, away from direct sunlight and heat sources;
- do not immerse the battery, pressure wash it, or open its casing;
- stop using it immediately if the battery is swollen, deformed, unusually hot, damaged, emitting an odour or smoke, or leaking.

SAFETY

A damaged lithium battery may present a fire risk. Never ship or transport it before receiving instructions from Echo Sports.

6. Claim Procedure

- 1. Stop using and charging the battery if it presents a safety risk.**
- 2. Contact Echo Sports at 1 877 683-3338 or info@echosports.ca before any return.**
- 3. Provide proof of purchase, the serial number, clear photos, the bicycle and charger model, and a detailed description of the problem.**
- 4. At Echo Sports' request, perform the reasonable and safe checks required for diagnosis.**
- 5. Wait for a return authorization number and packaging and transportation instructions. No battery may be returned without prior authorization.**
- 6. Make the battery available for inspection. Echo Sports may require the bicycle, charger or certain compatible components when reasonably necessary to confirm the cause of the failure.**

7. Diagnosis and Decision

Echo Sports applies a controlled and documented diagnostic method to measure the energy actually available and identify the probable cause of the problem. The diagnosis may include a complete test-bench cycle, BMS reading, verification of the cells, voltage and connections, as well as examination for signs of impact, infiltration, overheating, opening or incompatible use. The comparison is made with the rated capacity indicated on the battery or the

invoice. Subject to the law and any relevant evidence to the contrary, this diagnosis determines eligibility for the commercial warranty.

If the diagnosis confirms a loss greater than 30% and no exclusion applies, the claim is accepted and no testing, diagnostic, parts or labour fees are charged.

If the diagnosis shows a loss of 30% or less, reveals an exclusion, or cannot be completed because of an unauthorized modification or failure to provide the reasonably requested items, the commercial claim is not covered. A testing fee of \$59.99 plus taxes is then charged. No additional paid work is performed without the customer's prior authorization.

8. Remedy Offered for an Accepted Claim

Subject to remedies required by law, Echo Sports determines the reasonable solution taking into account safety, the nature of the defect, the availability of parts and equivalent products, and the cost of repair or replacement:

- repair the battery;
- replace the battery with an identical product or, if no longer available, with an equivalent product in terms of voltage, compatibility and usable capacity;
- to the extent permitted by law, provide a full or partial refund or credit when repair or replacement is not possible.

When repair and replacement are impossible, a full or partial refund or credit may be granted. To reflect the use already obtained, and unless the law requires another remedy, the partial amount is calculated as follows: $\text{actual price paid} \times \text{number of full months remaining on the warranty} \div 36$. Taxes are adjusted in the same proportion. No amount may exceed the price paid.

This calculation method does not limit the consumer's right to any other remedy or compensation required by applicable law.

A replaced battery becomes the property of Echo Sports. Replacement parts or batteries may be new or reconditioned, but must provide function and quality equivalent to or better than the replaced product.

9. Transportation and Shipping

Unless applicable law requires otherwise, the customer assumes the cost and responsibility of transporting the battery to Echo Sports. For an accepted claim, Echo Sports assumes the reasonable cost of returning the repaired or replaced battery to the customer in Canada. For a claim that is not covered, return shipping costs remain the customer's responsibility and are communicated before shipment.

Because of the rules applicable to the transportation of lithium batteries, Echo Sports may require a specific transportation method, packaging or authorized drop-off location. A damaged battery or one considered dangerous may need to be inspected on site or disposed of in accordance with applicable rules.

10. Non-Transferable Warranty

This commercial warranty is strictly personal to the original purchaser identified on the Echo Sports invoice. It ends with respect to any subsequent owner or user and may not be assigned, transferred or reactivated upon resale, gift or change of bicycle, subject to mandatory rights provided by law.

This restriction applies only to the commercial warranty offered by Echo Sports and does not limit any rights that a subsequent purchaser may have under applicable law.

11. Limitation of Liability

To the extent permitted by law, Echo Sports is not responsible for loss of use, loss of income, rental costs, lost time, travel, damage to other property or other indirect damages resulting from an event that is not covered or from failure to follow safety instructions. This limitation does not apply where the law prohibits limiting or excluding liability, including in cases of gross fault, bodily injury or the exercise of a right provided by law.

12. Legal Warranties and Precedence of Law

YOUR RIGHTS REMAIN INTACT

This commercial warranty is in addition to applicable legal warranties; it does not replace or limit them.

In Quebec, the Consumer Protection Act provides, among other things, that goods must be fit for the purpose for which they are normally intended, for a reasonable period of time, taking into account the price, the contract and the conditions of use, and must be free from latent defects. The consumer may have other remedies even after this commercial warranty expires.

Any clause in this document that is incompatible with a public-order law is deemed modified only to the extent necessary to comply with that law; all other clauses remain applicable.

13. Warrantor Contact Information

Name Echo Sports inc.

Address 550 rue du Marais, Quebec (Quebec) G1M 3R1

Telephone 418 683-3338 | Toll-free: 1 877 683-3338

Email / website info@echosports.ca | www.echosports.ca

14. Battery Identification and Acknowledgement of Receipt

To be completed or attached to the invoice at the time of sale.

TEST AUTHORIZATION

By submitting the battery for diagnosis, the customer authorizes Echo Sports to perform the capacity test. The customer understands that the test is free if the claim is accepted and agrees to a fee of \$59.99 plus applicable taxes if the battery has not lost more than 30% of its initial capacity or if an exclusion applies.

Customer name _____

Invoice no. / date _____

Model / voltage /

capacity _____

Serial no. _____

I acknowledge receipt of these terms and authorize the test described above. Signature: _____ Date: _____