



Limited Warranty

Innovative Mobility Products SmartScoot™ (IMP) warrants your SmartScoot™ against defects in materials and workmanship from the date of the original retail purchase as follows:

2 Year Limited Warranty: Structural Frame under normal use conditions.

1 Year Limited Warranty: All components, including motor, brakes, electrical, and axles under normal use conditions.

1 Year Limited Warranty: Battery under normal use conditions.

This limited warranty extends only to the original owner and is not transferable to anyone else. If a defect exists, IMP will, at its option and to the extent permitted by law either (1) provide components to repair the SmartScoot™ using new or refurbished parts at no charge to you; (2) exchange the SmartScoot™ with a functionally equivalent product that is new or refurbished; or (3) refund the original purchase price. After repair or replacement, the SmartScoot™/functionally equivalent product will be covered by this limited warranty for the longer of the remainder of the original limited warranty period, or 90 days after IMP ships the SmartScoot™/functionally equivalent product to you. IMP's responsibility to repair or replace the SmartScoot™, or to refund the purchase price, is your exclusive remedy. This warranty excludes damage caused by abuse, misuse, accidents, unauthorized repairs, alterations, modifications, failure to follow instructions in the User's Instruction Manual and battery Operating Instruction, or other causes that are not defects in materials and workmanship for which IMP is responsible.

This Limited Warranty does not cover parts which may, under normal wear and tear, require replacement including, without limitation, tires, upholstery, fuses, etc.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, IMP IS NOT LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR SERVICE OF THE SMARTSCOOT™. THE WARRANTY AND REMEDIES STATED ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES OR CONDITIONS, WHETHER ORAL, WRITTEN, EXPRESS, STATUTORY, OR IMPLIED TO THE EXTENT PERMITTED BY APPLICABLE LAW. IMP SPECIFICALLY DISCLAIMS ALL IMPLIED AND STATUTORY WARRANTIES INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF IMPLIED WARRANTIES CANNOT BE DISCLAIMED, SUCH WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY.

Any recovery is limited to the original purchase price. No person is authorized to modify this Limited Warranty.

THIS WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS.

Some states do not allow limitations on how long an implied warranty lasts, or exclusions of incidental or consequential damages and the above limitations may not apply to you. This Limited Warranty gives you specific legal rights. You may have other rights, which vary from state to state.

This warranty and all lawsuits, disputes, and claims will be governed by and interpreted under the laws of the State of Georgia, regardless of any conflict of law principles. The parties also irrevocably consent to the jurisdiction of the State Court of Fulton County, Georgia, and agree that the State Court of Fulton County, Georgia shall have exclusive jurisdiction and be the sole venue for the consideration of any lawsuits, disputes, and claims between the parties.

The parties hereby waive the right to any jury trial on any lawsuit, dispute, claim, or controversy. The parties also waive any right to consolidate or to have handled as a class action any proceeding on any lawsuit, dispute, claim, or controversy. The parties agree that any proceedings will be conducted solely on an individual basis. The parties agree not to seek to have any lawsuit, dispute, claim, or controversy heard as a class action, private attorney general action, or in any other proceeding in which either party acts or proposes to act in a representative capacity.

If any provision herein is found to be illegal or unenforceable, that provision will be severed with the remaining in full force and effect.