

STERKA M1 Disclaimer Terms

Sterka Concepts is committed to 100% Customer satisfaction. When purchasing from us the Customer agrees to the terms in this disclaimer waiver. In the event that you purchase an electric bicycle with lithium battery and want to return the product, you have 7 days from receiving the shipment to contact us. The customer is responsible for any return shipping costs. All returned items must be in good working condition with no damages. All returned batteries are required to follow proper shipping procedures. Never can a damaged battery be shipped back. Even if you insure your shipment a Shipping Agency may refuse to pay for any damages if the shipment was not properly packaged according to their standard. The customer is responsible complying with all laws, rules and shipping regulations batteries. We do not warranty damaged batteries or electric bikes due to abuse, accident or weather damage and reserve the right to make such determination. We carefully inspect any returned items.

Any regular bicycle maintenance can be done on Sterka M1. Sterka Concepts does not cover theft or vandalism. Safety is a primary focus of our company. The Customer agrees to read the safety instructions included in their manuals and understand the safety risks associated with electric bicycles and lithium battery packs. The Customer accepts all responsibility and risk of this electric bike or battery pack and understands it's a machine that needs maintenance and care. Our electric bicycles are sold in "Kits" or in pre-assembled forms. The Customer must inspect all the components upon delivery and read the instructions carefully before start to process of assembling. [RIDING AN IMPROPERLY BUILT OR ADJUSTED E-BIKE CAN CAUSE ACCIDENTS THAT MAY CAUSE INJURY OR DEATH.](#) The Customer accepts the risks and responsibility associated with owning and riding their electric bike. We advise the Customer to wear a helmet at all times, use lights for night time riding, and to follow all traffic laws. The Customer agrees to treat their electric bicycle with respect and care. This is a legal binding contract which supersedes any other agreements or representations by or between the parties and is a release of liability. I understand and agree with the terms of this assumption of risk indemnification, but is not intended to assert any claims or defense which are prohibited by law. The Customer is responsible for following any and all electric bike laws in their area. The Customer agrees that Sterka Concepts, is not responsible for injuries due to negligence or hereby any other reason why the person riding the electric bike was injured. By reading this waiver the Customer understands this waiver is a legal document that puts the risk and legal liability solely on the Customer and any future riders. Sterka Concepts cannot oversee and supervise safety and proper usage of this electric bike therefore not held responsible for any actions of the Customer and future riders. Battery packs and electric bikes to include all parts are not warranted in the event of a crash. The Customer agrees to waive their right to file suit against Sterka Concepts for any reason to include the event of an injury or damages of any kind to the Customer or future riders. The Customer acknowledges filing suit will result in a counter suit from us. The Customer agrees anyone with serious medical conditions should not ride the electric bike. The Customer agrees to not ride in significant rain or snow. The Customer agrees not to ride off road in unauthorized areas, or perform any stunts. Do not use any solvents on the bike frame.

The Customer understands that any riders must be at least 18 years of age to ride per state of Federal law. The Customer agrees not to tamper with any electrical components of the bike; doing so will void the warranty. For safety reasons do not allow anyone over 250 pounds to ride M1. Failure to do so could result in the collapse of the frame or burnt out motor.

The Customer agrees not to change the voltage level or tamper with the battery. Doing so can result in a short circuit or fire. The Customer agrees that Sterka Concepts is not liable in the event of any kind of battery failure while riding. The battery and charger were tested before being sold to the customer and are in good working order. The battery can get a max distance on a battery charge if the throttle is used sparingly and the rider pedals along with the motor. The Customer has looked at the battery distance chart included in the instructions and understands the distance and speed capabilities of the bike. The Customer understands the bike will need adjustments to their suitability. Many different factors such as road surface, wind, tires, and weight of the rider help determine the battery range. This electric bike will be assembled by the Customer. Each electric bicycle is inspected and test ridden by Customers to ensure safety. If the Customer does not feel competent enough in assembling M1 himself/herself, he/she should take M1 to a professional bike dealer for helps.

Sterka Concepts uses secure online money transactions. We do not have, or hold, any financial information of our customers.

The Customer agrees not to copy or modify our electric bicycle design for any reason, or give the design to a third party to copy. This will result in a lawsuit from us.

By state and federal law electric bicycles have the same legal rights as regular bicycles only if the electric bike is fewer than 750 watts. The Customer agrees to obey the federal electric bike speed limit of 20 mph and all traffic laws. The Customer agrees to comply with all electric bike laws while riding. The Customer agrees Sterka Concepts is not liable in the event the Customer and or any future riders break the law. It is recommended to carry the state and federal electric bike laws with you. This will clear up any confusion with the authorities if you are stopped. The Customer has read this waiver and fully understands and agrees with all the provisions in this waiver and instructions included with this electric bike before purchasing. The Customer agrees to ride safely and take good care of their battery pack.

When your shipment arrives, please check carefully your shipment for any visible damage before signing the delivery. Any visible damage should be reported right away.

Email us if you have any questions

www.sterka.com

service@sterkabikes.com

STERKA M1 Warranty Terms

Thank you for purchasing STERKA M1

Please read this warranty terms carefully. Your purchase receipt or proof of purchase is needed in the event of a warranty repair, refund or exchanges.

WHAT THIS WARRANTY COVERS:

Sterka Concepts Limited offers you a warranty that the product purchased and its enclosed parts are free from defects in material and workmanship according to the following terms and conditions:

- A. The warranty for the product is for a period of 12 months from the original date of purchase.
- B. The warranty applies only to the original consumer purchaser of the product and is not assignable or transferable to any subsequent consumer.
- C. The warranty is good only to the Customer during the warranty period.
- D. During the warranty period, Sterka Concepts Limited or its authorized service agents will repair or replace any defective component at Sterka's option, with new or rebuilt items. The component will be returned to the Customer in working condition. No charge for parts or labor in repair or replacement of the product will be incurred by the Customer. Any items that are replaced will become the property of Sterka Concepts Limited.
- E. The Customer must provide proof of purchase if requested by Sterka Concepts Limited.

WHAT THIS WARRANTY DOES NOT COVERS:

- A. This warranty does not apply if the product has not been used in accordance with the instructions or not used in its normal and customary manner.
- B. This warranty does not apply to any defect, deterioration, loss or injury or damage occasioned by, or as a result of the misuse, neglect, abuse, improper storage, abnormal use, abnormal conditions, exposure to moisture or dampness, unauthorized modifications, unauthorized repair, alteration, improper installation or other acts which are not the fault of Sterka Concepts Limited, including damage caused by shipping, mains supply defects or external interference.
- C. This warranty will not apply if the Customer does not notify Sterka Concepts Limited of the alleged defect or malfunction of the product within the applicable warranty period.

- D. If the battery short circuits or the battery or motor seals are broken or show evidence of tampering, or the battery or motor was used in equipment in a manner other than that which has been specified, the Customer shall have no coverage under this warranty.
- E. This warranty does not cover damage resulting from lack of cleaning or maintenance and non-Sterka Concepts Limited approved components.
- F. This warranty does not cover all surfaces and other externally exposed parts that are scratched or damaged due to normal use.
- G. This warranty is void if there is evidence of the product being tampered with by unauthorized persons.
- H. This warranty does not cover costs of returning the product to Sterka Concepts Limited or an authorized service center for servicing or the cost of returning the product to the Customer after servicing. Sterka Concepts Limited may on occasion make concessions to cover postage fees and will do so at its own discretion.
- I. Except for any liability that cannot be excluded by law, Sterka Concepts Limited excludes all liability, for any personal injury, or any loss or damage; whether direct, indirect, special or consequential, arising in any way, including any claim that is late, lost, altered, damaged or misdirected due to any reason beyond the reasonable control of Sterka Concepts Limited.
- J. This warranty only provides coverage during the applicable period and any servicing required after that period will be quoted by Sterka Concepts Limited or its authorized service agents.
- K. Our products come with guarantees that cannot be excluded under the PRC Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the products repaired or replaced if the products fail to be of acceptable quality and the failure does not amount to a major failure.

Complete the details and retain in the event of warranty service being required.

For warranty service or support please contact Sterka team:

www.sterka.com

service@sterkabikes.com