

1 Year Limited Hardware Warranty

Hoverzon offers a ONE YEAR limited warranty covering the hardware of HOVERZON Self-balancing Scooter ("Product"), limited to those residing in the United States and Canada. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

HOVERZON warrants the Product to be free from defects in materials and workmanship under normal use for one (1) year, as sold to the original purchaser, from the date of retail purchase by the original end-user purchaser. If a hardware defect arises and a valid claim is received within the warranty period, at its option and to the extent permitted by law, HOVERZON will: (1) repair the hardware defect by using new or refurbished parts that are equivalent to new in performance and reliability; or (2) exchange the product with a product that is new or refurbished, that is substantially equivalent to the original product. This warranty is for replacement for like-items only and does not cover items out of production if the company no longer stocks them. This warranty is not assignable or transferable. The original purchaser may call the toll-free number at 1-800-707-2655 for service request.

Upon HOVERZON's replacement or repair of a Product under warranty, the original end-user purchaser will have the remaining warranty under the original warranty period (without any postponement during repair or replacement). When a product or part is exchanged, any replacement item becomes your property and the replaced item becomes HOVERZON's property. Important: Do not disassemble the Product. Disassembling the Product will void this warranty. Only HOVERZON or a party expressly authorized by HOVERZON should perform service on this Product.

This warranty only covers technical hardware defectiveness during the warranty period and under normal use conditions. HOVERZON does not warrant uninterrupted or error-free operation of this Product. This Warranty does not apply to damages or circumstances, such as, but not limited to: (a) Damage that is caused by conditions, malfunctions, or damage not resulting in from defects in material or workmanship. These conditions include, but are not limited to, road hazard, accidents, and improper operation or maintenance; (b) Product has been tampered with, repaired and/or modified by non-authorized personnel; (c) Obsolescence; (d) Damage (accidental or other) to the Product that is cosmetic, meaning damage that does not impact the operation and functioning of the Product, such as without limitation to rust, change in color, texture or finish, wear and tear, scrapes, scratches, dents, cracks, or gradual deterioration; (e) Damage to the Product caused by war, terrorism, fire, accident, natural disaster, intentional or accidental misuse, abuse, neglect or improper maintenance, use under abnormal conditions, accidental drops, abuse or fire; (f) Damage to the Product caused by an external electrical fault, surge, or any electrical anomaly; (g) Any contamination, condition or other circumstance, which HOVERZON, in its sole discretion, considers a danger to health and safety, including, but not limited to any contact between the Product and a biohazard, bodily fluids, infectious materials/substance, chemicals, hazardous substances, diseases, radiation, or other; (h) Fraud, theft, misplacement, unexplained disappearance, or willful acts.

Limitation of Liability

In no event shall HOVERZON be liable for any incidental, indirect, special or consequential damages or liabilities (including but not limited to incidental or consequential damages for loss of time, inconvenience, loss of use of product, or any other consequential or incidental loss) in connection with the purchase, use, or operation of the product. HOVERZON is not liable for property damage, personal injury, or death.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, HOVERZON SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF HOVERZON CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THE EXPRESS WARRANTY AND TO THE REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY HOVERZON IN ITS SOLE DISCRETION. NO RESELLER, AGENT, OR EMPLOYEE IS AUTHORIZED TO MAKE ANY MODIFICATION, EXTENSION, OR ADDITION TO THIS WARRANTY. IF ANY TERM(S) IS HELD ILLEGAL OR UNENFORCEABLE, THE LEGALITY AND ENFORCEABILITY OF THE REMAINING TERMS SHALL NOT BE AFFECTED OR IMPAIRED.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, HOVERZON IS NOT RESPONSIBLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION OR PERFORMANCE OF THE PRODUCT, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO, COMPROMISE, OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING OR REPRODUCING ANY PROGRAM OR DATA STORED IN OR USED WITH THE PRODUCT AND ANY FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA STORED ON THE PRODUCT. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. HOVERZON DISCLAIMS ANY REPRESENTATION THAT IT WILL BE ABLE TO REPAIR ANY PRODUCT UNDER THIS WARRANTY OR MAKE A PRODUCT EXCHANGE, AND IS UNABLE TO RECOVER ANY USER SOFTWARE OR DATA ON THE DEVICE.