

WARRANTY CONDITIONS

As established in accordance with the current regulations set forth in Royal Legislative Decree 1/2007 of 16 November, which approves the revised text of the General Law for the defence of consumers and users and other complementary laws.

Vertigo Motors guarantees the purchaser (henceforth the "end customer"), acquiring a vehicle manufactured by Vertigo Motors, that the product is free of defects and complies with the maximum requirements of quality both in terms of the materials employed and in the process of manufacturing.

Vertigo Motors hereby guarantees the customer to repair free of charge any defect in workmanship or materials in a new vehicle as long as the prescribed guarantee period remains current and without taking into account the number of kilometres travelled or hours of operation of the vehicle.

WARRANTY PERIOD

The warranty period will commence the day the vehicle is delivered to the end customer end by a distributor or dealer authorised by the Vertigo network. The seller must accept responsibility for failures in conformity that arise within the term established in Royal Legislative Decree 1/2007, from the moment the goods are delivered and in accordance with Directive 1999/44/EC for the rest of the Member States of the European Community.

For the members outside of the European Community, the warranty period shall be regulated by the regulations in force in those countries.

However, if the defect appears in the first six months following the delivery of the vehicle, it will be considered as an initially existing defect.

Starting from the sixth month, the end customer must demonstrate that the defect existed at the time of the delivery of the vehicle.

Any defect detected in the vehicle must be dealt with by one of Vertigo's authorised dealers within the warranty period.

Where the period of warranty ends on a Sunday or bank holiday, it will be extended until the next working day.

Vertigo Motors will only respond to warranty requests within the prescribed period.

Vertigo Motors reserves the right to refuse a warranty request if:

- If the transportation or storage of the vehicle has been inadequate and a direct cause of the fault being claimed for.
- The vehicle has been modified with parts that are not authorised by the manufacturer, and those modifications have caused or contributed to causing the defect or the fault that is the object of the claim.
- Replacement parts or fluids that are not authorised by the manufacturer which have caused or contributed to causing the defect and/or damage reported have been used.
- The vehicle has been used in sport competitions.
- Maintenance or repairs have been carried out by personnel that are not authorised by Vertigo.

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- The service checks established for the correct functioning of the vehicle have not been carried out within the applicable warranty period. The vehicle has suffered damage from misuse or accident, or this has been deliberately caused by the purchaser or any third party.
- The purchaser, despite having knowledge of the defect, has not taken the vehicle immediately to the authorised workshop to request the corresponding repair, and that delay has meant a worsening of the defect or has increased the cost of the repair.

EXCLUSIONS FROM THE WARRANTY

The following parts and actions are excluded from the warranty:

- Inspection, adjustments and other maintenance tasks, as well as cleaning work
- All kinds of fluids and liquids used (oil, coolant, etc.)
- Worn paintwork and plastics due to the passage of time
- Inconveniences deriving from the repair (transportation expenses, storage, towing, etc.)
- Acoustic and aesthetic defects that do not significantly affect the use of the vehicle such as small marks in inconspicuous places or noise and vibration due to normal use.
- Normal wear and tear of the parts due to their use, for example, tyres, inner tubes, batteries, brake pads, brake discs, brake cylinders, air filters, spark plugs, pinions, sprockets, chains, clutch discs, wiring and plastic parts.

OTHER CONSIDERATIONS

- Vertigo Motors reserves the right to decide whether to repair or renew the parts in a warranty request.
- If there is any doubt about the existence of a defect, Vertigo reserves the right to send the parts claimed under warranty and to demand the assessment of a technical expert in order to decide about them.

- The warranty period shall remain in force, regardless of whether the vehicle has been sold during the period set forth in the warranty. The warranty will continue being effective from the date of the first sale.
- Where a defect cannot be repaired and the cost of the repair and/or renewal of the defective parts is excessive for the brand, the end customer has right to have the repair substituted by an economic compensation or, if the defect is serious, to the cancellation of the sale with a refund of the proportional part of the price.