

# DIVERTUG

## *DiveHasNoLimits*

Each Divertug scooter is factory tested underwater in our factory of Malaga (Spain) and only is shipped when all necessary tests are passed, including waterproof tests.

In the event of flooding (meaning the liquid in which the scooter was submerged enters the watertight case) warranty validity is at the discretion of Divertug.

The product (excluding the battery) is covered against all manufacturing defects for a period of two years from the date of purchase proven by a sales document, excluding:

- Non-conform use or use other than that foreseen or illustrated in the users manual.
- Negligence, attempts to repair or modify the scooter by persons not expressly authorized by Divertug that jeopardize correct operations or prevent adequate checks and tests to meet repair needs under the warranty.
- Temporarily rented products.
- Scratches or damages to any surface, due to normal product use by the consumer.
- Normal wear or deterioration.
- Damages due to transport, falls or accidents.

The batteries supplied with our scooters are guaranteed for a period of 6 months excluding:

- Defects due to damages, incorrect use, accident, tampering, negligence or neglect and in the event of modifications or repairs made by unauthorized personnel that jeopardize correct operations or prevent adequate checks and tests to meet repair needs under the warranty.
- Defects or damages due to product use in conditions other than those described in the users manual.
- Defects or damages due to incorrect controls, operations, maintenance, installation, adjustments, unauthorized applications or any other alteration or modification of any kind.
- Broken or damaged wires or connections unless directly due to material or factory defects.
- Defects or damages due to humidity, liquids or foreign objects introduced within the battery pack or that have rusted any part of the battery.

Use genuine Divertug spare parts only.

The use of non-original or not-approved by Divertug parts voids warranty and waives Divertug for any damage/loss consequent to the use of the Divertug scooter with non-original spare parts not approved by Divertug.

**DISCLAIMER OF LIABILITY: DIVERTUG DISCLAIMS LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES** and assumes no responsibility or liability for any loss or damage suffered by any person as result of the use or misuse of the Products with non-original parts or not approved by Divertug such as **BATTERIES**.

Divertug assumes or undertakes **NO LIABILITY** for any loss or damage suffered as a result of the use, misuse or reliance on the Products with non-original parts not-approved by Divertug.

Divertug assumes or undertakes **NO LIABILITY** for any loss or damage suffered as a result of the use of the scooters, other than parts and labor costs to repair the scooters.

Have the Divertug scooter serviced by Authorized Divertug Service Centers **ONLY**.

The warranty covers **ONLY** the handwork and parts, and should be done in our factory of Malaga, the shipment of the scooter to the factory and the return is responsibility of the customer

The second year of warranty is only valid if the scooter has been checked after the first 12 months from the purchase date in an official Divertug service center, the annual service is mandatory for all scooters throughout its lifetime

It is the users responsibility to keep all danger labels in good condition and perfectly visible always

The warranty is only valid for the first owner of the product

This contract will be interpreted and governed in accordance with current Spanish legislation.

The parties agree, for the resolution of conflicts and waiving any other jurisdiction, to submit to the Jurisdiction of the Courts and Tribunals of Malaga (Spain).