

Conformity & Claims

This page explains the Buyer's statutory conformity rights and the procedure for submitting claims and complaints in relation to goods purchased from **siemoto.me**.

For scooters, the Seller may also expressly offer separate commercial warranties under separate written Commercial Warranty Terms. Such separate commercial warranties do not limit, replace or exclude the Buyer's statutory conformity rights.

1. Statutory conformity rights

The Buyer under the Contract is entitled to the Seller's statutory liability for conformity of the goods in accordance with applicable consumer protection law in Montenegro.

The Seller is liable for any lack of conformity that exists at the time the risk passes to the Buyer and that becomes apparent within **two years** from that date.

If a lack of conformity becomes apparent within **six months** from the date on which the risk passed to the Buyer, it is presumed to have existed at that time, unless this is incompatible with the nature of the goods or the nature of the lack of conformity.

The Buyer must notify the Seller of the lack of conformity within **90 days** from the date of discovery, and in any event within the applicable statutory liability period.

Where the claim is justified, the Buyer may request that the lack of conformity be remedied by **repair or replacement**, free of charge.

If repair or replacement is impossible, is not carried out within the applicable period, or would impose a disproportionate burden, the Buyer may be entitled to an appropriate **price reduction** or **withdrawal from the Contract**, in accordance with applicable law.

Repair or replacement shall be carried out within a reasonable time and no later than **15 days** from the date on which the claim is accepted, unless a different mandatory rule applies in the specific case.

2. How to submit a claim or complaint

Claims and complaints may be submitted:

- by e-mail to **info@siemoto.me**; or
- in writing to: **SKRYNNIK IMPORT & EXPORT DOO, Trg Božane Vučinić 10/1, 81000 Podgorica, Montenegro.**

The Buyer should provide:

- order details and contact information;
- a clear description of the issue;
- photographs or other available evidence, where appropriate; and
- reasonable proof of purchase, such as an Invoice, Order Confirmation, Contract documentation or other appropriate sales record;
- where a claim is made under a separately offered commercial warranty for a scooter, any reasonably available documentation showing that the relevant commercial warranty applies,

together with available maintenance records where required by the applicable Commercial Warranty Terms.

If the matter cannot be resolved immediately, the Seller may register the claim or complaint and issue confirmation of receipt in accordance with applicable law.

The Seller shall respond to a complaint within **8 days** from receipt, in writing or on another durable medium, in accordance with applicable law.

3. Inspection and diagnostics

Claims relating to technical defects may require inspection and diagnostics.

If the inspection confirms a lack of conformity or another defect for which the Seller is legally responsible, the appropriate remedy will be provided in accordance with applicable law. If the inspection confirms a defect covered by a separately offered commercial warranty for a scooter, the claim will be handled in accordance with the applicable Commercial Warranty Terms.

The product must be presented in a condition that reasonably allows inspection and diagnostics. If the product has been disassembled, altered, contaminated, incompletely presented or otherwise placed in a condition that prevents reliable inspection, the claim may be rejected **to the extent that** the alleged defect or its cause cannot be properly assessed.

4. Maintenance and proper use

The Buyer is expected to use the product in accordance with its intended purpose, operating instructions and maintenance requirements.

For scooters, regular maintenance should be carried out according to the applicable maintenance schedule. For the convenience of SIEMOTO vehicle owners, the Seller recommends carrying out regular maintenance through SIEMOTO recommended service partners.

Where the nature of a claimed defect makes the service history relevant, the Seller may request reasonable proof of maintenance, including the Service Record supplied with the vehicle.

A claim may be rejected to the extent that the defect or damage was caused by, or cannot be properly assessed because of:

- failure to follow the applicable maintenance schedule or the Seller's reasonable recommendations regarding vehicle use and maintenance;
- insufficient, delayed, improper or undocumented scheduled maintenance;
- lack of verifiable maintenance records, where such records are relevant to the claimed defect;
- the use of incorrect, unsuitable or non-compliant oils, filters, belts, spark plugs, brake fluids, fuel or other consumables;
- operation contrary to instructions, intended use or technical limitations of the product;
- overloading, misuse, aggressive use or use in abnormal conditions.

5. Modifications, third-party parts and improper installation

The Seller is not liable for lack of conformity, defect or damage **to the extent that** it was caused by:

- unauthorized modifications, tampering or unqualified repairs;
- alterations affecting the engine, transmission / variator, electrical system, ECU / TCU, frame, braking system or safety-related components;
- third-party accessories, aftermarket parts or electrical add-ons;
- improper installation, mounting, dismounting or assembly performed by the Buyer or by third parties.

This may include, for example:

- rewiring, bypassing or altering electrical circuits;
- non-approved tuning or performance modifications;
- installation of non-approved exhaust systems;
- drilling, cutting or altering structural or load-bearing elements;
- incorrect installation of wheels, brakes, body parts, accessories or electronic add-ons.

6. Normal wear and tear

Normal wear and tear is not regarded as a lack of conformity where it results exclusively from normal use over time.

This may include, depending on the type of goods:

For scooters:

- brake pads, shoes and discs;
- drive belt;
- variator rollers;
- variator guides / sliders, where applicable;
- clutch wear;
- air, oil and fuel filters;
- spark plugs;
- bulbs and fuses;
- tyres and inner tubes;
- battery depletion due to inactivity or storage;
- gradual reduction in performance due to age and normal use;
- cosmetic wear such as scratches, fading or discoloration.

For helmets, accessories, spare parts and consumables:

- normal cosmetic wear;
- wear resulting from ordinary use over time;
- depletion or service-life reduction resulting from regular use, storage or aging, where inherent to the nature of the product.

7. External causes and environmental factors

The Seller is not liable for lack of conformity, defect or damage **to the extent that** it was caused by:

- accidents, collisions, drops or external impacts;
- improper storage or prolonged outdoor exposure;
- corrosion caused by moisture, salt, chemicals or inadequate protection;
- fire, flood, storm, lightning or similar events;
- rodent or insect damage;
- vandalism or attempted theft.

8. Non-reproducible or intermittent issues

Some issues may require repeated inspection or additional diagnostics.

A claim may be rejected if, after reasonable inspection, no defect or lack of conformity can be verified, without prejudice to the Buyer's rights if the same issue is later confirmed.

This may apply, for example, to issues that:

- cannot be reproduced during inspection;
- depend on intermittent operating conditions;
- result from temporary conditions such as low battery, poor fuel or cold-start behaviour;
- disappear after proper charging, maintenance or normal adjustment.

9. Unsafe continued use

The Seller is not liable for damage arising **to the extent that** it was caused by continued use of the product after the Buyer became aware, or should reasonably have become aware, of a serious defect, unsafe condition or abnormal operating behaviour.

This may include continued use:

- with critically low oil level;
- with severely underinflated or damaged tyres;
- with overheating;
- after abnormal noises, vibrations or warning indicators appear;
- after impact damage without proper inspection.

10. Separate commercial warranties for scooters

For new scooters, the Seller may expressly offer separate commercial warranties in addition to the Buyer's statutory conformity rights.

Where expressly offered by the Seller, such separate commercial warranties may include:

- a 5-year commercial warranty on the frame, included with the purchase of the scooter; and/or
- an optional 3rd-year warranty for engine and electronics, contracted separately for an additional charge.

The existence, scope, exclusions, conditions and method of exercising such separate commercial warranties are governed exclusively by the Seller's separate Commercial Warranty Terms.

Where applicable, those separate Commercial Warranty Terms apply in addition to this page.

11. No exclusion of mandatory rights

Nothing on this page excludes or limits any mandatory statutory rights of the Buyer under applicable consumer protection law.

Where this page refers to exclusions or limitations, they apply only to the extent permitted by law and only where the defect, lack of conformity or damage was caused by the relevant circumstance.