## **Kryptonite's Anti-Theft Protection Offer**

Upon proper and timely registration of your product and payment (as applicable), Kryptonite will provide you with a one (1) year Anti-Theft Protection Offer subject to the terms and conditions stated herein. (Note: Not all products are covered in New York City, NY, United States of America.) Please click here for the list of products that are covered in New York City. The Kryptonite Anti-Theft Protection Offer ("Offer") is not to be construed as bicycle or powersport vehicle insurance. It offers protection against the theft of your bicycle or powersport vehicle caused by lock failure. "Bicycles" include e-bikes; however, this Offer shall not extend any coverage for loss of or damage to the e-bike battery. "Powersport vehicles" are limited to motorcycles, mopeds, scooters, personal watercraft, ATV's, UTV's and snowmobiles. If your bicycle or powersport vehicle is stolen because of the malicious or unintended opening or breaking of the Kryptonite lock by force, we will pay you the lesser of one of the following subject to a maximum amount based on the type of lock product identified in the claim: [1] the base cost of your bicycle or powersport vehicle excluding tax and accessories; OR [2] any insurance deductible (Note: Kryptonite requires proof of payment from your insurance company prior to paying your deductible under this Offer). Please click here for the maximum amounts payable under this Offer by Kryptonite per product.

This Offer provides you with an exclusive remedy once you have completed all requirements and only if all required materials are sent to Kryptonite within the specified time frames indicated below. No other offers, express or implied, are made by Kryptonite or any other Ingersoll-Rand Company entity.

#### Requirements to validate your Anti-Theft Protection Offer:

You must register for this Offer and pay any applicable registration fees within fifteen (15) days of lock purchase, providing all information requested on the registration form. *Please <u>click here</u> for a list of applicable registration fees.* Failure to provide the requested information will void your registration. You may register one of two ways: [1] Online at <a href="www.kryptonitelock.com">www.kryptonitelock.com</a>. Please print and retain a copy of your registration form as your confirmation; or [2] Complete the form that comes inside of your lock product package and mail/fax to: [i] Kryptonite, 437 Turnpike Street, Canton, MA 02021, USA or Fax: (781) 821-4777 for United States and Canada registrations; or [ii] Madison Cycles, Burnell House, 8 Stanmore Hill, Stanmore, Middlesex HA7 3BQ, United Kingdom for United Kingdom registrations. Certified mail, return receipt is recommended, since Kryptonite is not responsible for non-receipt of mail. Written confirmation of registration receipt may be sent upon request. Your one (1) year term will begin upon Kryptonite's receipt of your proper and timely registration.

NOTE: It is recommended that you keep all lock and bicycle/powersport vehicle bills of sale/receipts and copies of your Anti-Theft registration together should you need to file a theft claim.

# **Extending the One (1) Year Term**

If you wish to extend the length of your Anti-Theft Protection coverage beyond the initial one (1) year, you may do so by making payment during the online registration process, or by sending in a check or money order to Kryptonite any time before the one (1) year anniversary of your initial registration (Note: an international money order in US dollars is required for Canadian customers). This extension offer is only available for US and Canadian residents. The cost to extend your one (1) year initial Offer varies based on the product and varies based on the coverage term chosen. Click here for the costs associated with each product and coverage term.

# Requirements in the event of a theft:

- **1.** Report the theft to the police within 72 hours.
- 2. Mail or email notice of the theft to Kryptonite within seven (7) days of the theft.
- **3.** Immediately report the theft to your insurance company, if covered by insurance.
- **4.** Mail or email the following to Kryptonite within ninety (90) days: [i] broken lock and/or broken links—required as proof of product failure (Note: We recommend that you return the entire lock if available so that we can better understand how the product failed), [ii] at least one (1) key, [iii] a copy of the official police report, [iv] a copy of your itemized lock bill of sale, [v] a copy of your bicycle/powersport bill of sale, not including accessories, or a dated and signed dealer appraisal reflecting the market value of the bicycle/powersport vehicle, not including accessories, and [vi] evidence you have notified your insurance company, if covered by insurance. Failure to forward all materials within ninety (90) days will void your claim and Kryptonite will have no further responsibility under this Offer. Certified mail, return receipt is recommended since Kryptonite is not responsible for non-receipt of mail.

Email address: letters@irco.com

NOTE: If your bicycle/powersport vehicle is stolen within fifteen (15) days of the lock purchase and prior to fulfilling the "Requirements to validate your Anti-Theft Protection Offer" stated above or prior to Kryptonite receiving your registration information, Kryptonite will accept your claim for the Anti-Theft Protection Offer provided all of the requirements listed above in the "Requirements in the event of theft" are met. Any claims filed under this Offer are subject to the "Limitations" listed below.

## Limitations

Please note that the limitations noted herein may be subject to state or local laws, which may provide you with additional rights or remedies. SEE YOUR LOCAL LAWS FOR YOUR SPECIFIC RIGHTS AND REMEDIES.

- 1. Not all products are covered in New York City, NY, United States of America. Please <u>click</u> <u>here</u> for the list of products that are covered in New York City.
- 2. This Offer expires one (1) year from Kryptonite's receipt of your proper and timely registration and applies only to the registered lock owner and bicycle/powersport vehicle properly registered with Kryptonite. Failure to properly and timely submit your registration will

void this Offer and Kryptonite will have no further obligations to you. Your coverage term may be extended as detailed above in the "Extending the One (1) Year Term" section.

- 3. Kryptonite is not liable under this Offer if the frame of the bicycle/powersport vehicle or the object to which such vehicle was locked was dismantled or cut, or if the Kryptonite lock was not broken or opened by malicious or unintended means.
- 4. This Offer applies only to bicycles and powersport vehicles as defined herein.
- 5. This Offer applies only to the actual theft of the bicycle/powersport vehicle registered with Kryptonite and does not apply to attempted thefts or thefts where the bicycle/powersport vehicle is recovered. This Offer does not apply to theft of any personal property located on the stolen bicycle/powersport vehicle or any theft of an e-bike battery. This Offer does not apply to damage caused by vandalism (e.g., damage that does not result in theft). For purposes of this Offer, the term "theft" means the unauthorized removal of bicycle/powersport vehicles by a person other than the owner of the bicycle/powersport vehicle or his/her agent which results in a legal claim for theft or a claim for theft against a company which insures said bicycle/powersport vehicle.
- 6. This Offer does not apply to thefts occurring outside the country of lock registration.
- 7. This Offer is transferable to another bicycle/powersport vehicle if you send in a copy of the bill of sale for the new bicycle/powersport vehicle prior to the expiration of your coverage period.
- 8. The maximum amount payable by Kryptonite under this Offer to any one registered owner, regardless of the number of locks at issue or bicycle/powersport vehicles registered, shall not exceed the maximum amounts identified by Kryptonite based on the type of lock product identified on the claim and shall not exceed the lesser of (i) the base cost of your bicycle or powersport vehicle excluding tax and accessories; OR (ii) any insurance deductible (Note: Kryptonite requires proof of payment from your insurance company prior to paying your deductible under this Offer). Please click here for the maximum amounts payable under this Offer by Kryptonite per product.
- 9. IN NO EVENT SHALL KRYPTONITE BE LIABLE TO ANY INDIVIDUAL FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE PRODUCTS AND SERVICES, LOSS OF PROFITS, LOSS OF REVENUE, INTEREST, LOST GOODWILL, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, LOSS BY REASON OF SHUTDOWN OR NON-OPERATION, INCREASED EXPENSES OF OPERATION, OR CLAIMS OF THE BICYCLE/POWERSPORT VEHICLE OWNER, WHETHER BASED ON CONTRACT, WARRANTY, TORT (INCLUDING, BUT NOT LIMITED TO, STRICT LIABILITY OR NEGLIGENCE) OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- 10. Your rights under this Offer may not be assigned, subrogated or otherwise transferred to any other parties.

(rev. 12/14/11)