

ergotec Warranty statement

Wilhelm Humpert GmbH & Co. KG (the warrantor) provides the customer (the warrantee) with the warranty described below. The date on which the warranty comes into effect and the beginning of the period of this warranty are based on the purchase receipt for the vehicle or the component.

- Handlebars made of micro alloy steel
10 years or 50.000 km
- Handlebars, stem and seat post with safety level 6
6 years or 35.000 km
- Handlebars, stem and seat post with safety level 5
5 years or 30.000 km
- Handlebars, stem and seat post with safety level 4
4 years or 25.000 km
- Handlebars, stem and seat post with safety level 3
3 years or 20.000 km
- Handlebars, stem and seat post with safety level 2
3 years or 15.000 km

(The end of the warranty depends on which value is reached first.)

A precondition for the applicability of the warranty is that the component is checked for visible damage in accordance with the applicable service intervals, but at least once a year, by a specialist retailer and replaced if necessary.

In the event of a defect which is subject to this warranty the warrantor will either remedy the defect or provide a replacement in the form of a new component. If the same component can no longer be supplied, the warrantor reserves the right to provide a similar component which will be as compatible as possible and have at least the same safety level and material characteristics.

Any claims against the warrantor – relating for example to working time, non-availability of the bicycle or shipping costs - which go beyond remedying the defect or providing a replacement component are excluded from this warranty and will not be reimbursed.

The following are excluded from this warranty:

- natural wear and tear as well as colour changes, in other words any effects on the component resulting from use or from UV rays which are not caused by defects in the material or the production of the component, or defects which result from the fact that
- the component was not mounted correctly, or
- the specifications regarding purpose of use have not been complied with, or
- the component has been modified in a way which is not approved by the warrantor, or
- the component has been used in competitions, or
- the component has been treated improperly or subjected to excess strain, or
- the component has been damaged after a fall or accident, if this fall or accident were not caused by deficiencies on the part of our component.

If you wish to make a claim under the warranty please note the following instructions:

- a) Claims under this warranty can only be submitted through a specialist retailer.
- b) The component must be sent to the warrantor for inspection.
- c) The original bill for the component or purchase of proof certified by the retailer must be sent with the component, together with a copy of the service manual or the relevant service bills.

The liability for defects in terms of quality to which the vendor of the component or bicycle is subject remains unaffected by this warranty.

In relation to liability for defects in terms of quality the purchaser has a claim on the vendor for subsequent performance for a period of 2 years after the transfer of risk (the transfer of risk takes place when the component or bicycle is transferred to the buyer after the purchase has been concluded). The period of validity of this claim cannot be reduced in relation to consumers; in relation to commercial purchasers a reduction to a minimum of one year is possible, and can be specified in the applicable terms and conditions. As part of subsequent performance the purchaser has the right in relation to the vendor to demand the repair or the replacement of the defective component. During the first 6 months after the transfer of risk there is a legal presumption that the defect was already present at the very beginning, in other words when the transfer of risk took place. If subsequent performance is finally unsuccessful, which is legally presumed after two failed attempts, the purchaser can withdraw from the contract and require a refund of the purchase price or a reasonable reduction in the purchase price. However, in the case of minor defects there is no right of withdrawal from the contract. As with the warranty, defects in terms of quality are only defects which are present at the transfer of risk, regardless of whether they are visible or hidden. In contrast, wear and tear, signs of use and ageing to a normal extent are not classified as defects in terms of quality.