

LIMITED WARRANTY POLICY FOR BICYCLE REPAIRS AND PAINTING

1. LIMITED LIFETIME WARRANTY ON CARBON FIBRE REPAIRS

- 1.1. As explained in more detail below and subject to the warranty terms and conditions of and included in this Limited Warranty Policy Carbon Bicycle Repairs (Pty) Ltd warrants the carbon fibre repairs carried out by it against defects in materials and workmanship, from the date of invoice, to the owner at the time of completion of the carbon fibre repair and this warranty does not transfer to subsequent owners of the bicycle.
- 1.2. Unless explicitly otherwise notified to the customer / owner the carbon fibre repair work is warranted with respect to structural integrity of the carbon fibre repair and carries a lifetime warrantee for as long as the owner at the date of invoicing for the carbon fibre repair work owns the bicycle or component repaired, as applicable. Paint, paintwork, paint finishes, graphics and components attached to the repaired bicycle, frame/frameset or wheel are not included under the limited lifetime warrantee provided with respect to carbon fibre repairs.

2. TWO (2) YEAR WARRANTY ON PAINT RESTORATIONS, CUSTOM RESPRAYS OR STANDARD PAINT FINISH

- 2.1. Subject to the warranty terms and conditions of and included in this Limited Warrantee Policy, Carbon Bicycle Repairs (Pty) Ltd warrants the paint restoration, custom respray, or standard paint finish carried out by it against defects in materials and workmanship, from the date of invoice, to the owner with respect to the paint restoration, custom respray, or standard paint finish work for a period of two (2) years from the date of invoice, unless otherwise explicitly notified to the customer / owner. This warranty does not apply to paint finishes of or components attached to the bicycle, frame/frameset or wheel. This warranty does not transfer to subsequent owners of this bicycle.

3. TERMS AND CONDITIONS OF LIMITED WARRANTY

- 3.1. The limited warranties provided in terms of this Limited Warranty Policy are conditioned upon the bicycle, frame/frameset, wheel or item repaired or painted by Carbon Bicycle Repairs (Pty) Ltd and with respect to which the applicable warranty applies being operated under normal / standard conditions and use and proper maintenance.
- 3.2. All bicycles including framesets and components have a useful product life cycle which can be substantially reduced by abnormal / non-standard use, including, without limitation, aggressive riding, jumping / ramping, stunts, riding with heavy loads, riding on severe terrain exposure to warm, humid, ocean conditions or salinity (whether from salinity in the air, salty water or sweat) which is likely to cause corrosion and shorten the bicycle's and /or components useful life cycle. A carbon fibre repair is not designed or engineered for such use that shortens a bicycle's and / or its component's useful life cycle and any such or similar activities or use being made of the repaired bicycle and / or component will void this warranty. It is recommended that all bicycles

- should be periodically checked for indicators of stress, potential mechanical and / or structural problems and inappropriate use.
- 3.3. The limited warranties of provided by Carbon Bicycle Repairs (Pty) Ltd in terms of this Limited Warranty Policy do not apply to damage, defects, malfunctions and /or failure related to:
- 3.3.1. normal wear and tear
 - 3.3.2. improper assembly or maintenance and / or alteration or installation of components, parts or accessories and / or the use of components, parts and / or accessories that are not consistent with the type and or make of bicycle and or are inconsistent with the intended use of the bicycle on which the repair or paintwork was performed.
 - 3.3.3. misuse, abuse, neglect, crash, collision and / or accidents
 - 3.3.4. corrosion
 - 3.3.5. any tampering with or modification or alteration made to the carbon fibre repair and / or paintwork as carried out by Carbon Bicycle Repairs (Pty) Ltd by any third party.
- 3.4. To exercise the rights under this Limited Warranty Policy the bicycle or relevant component(s) with respect to which the claim arises must be returned to Carbon Bicycle Repairs (Pty) Ltd together with the invoice for the carbon fibre repair and / or paintwork. The warranty does not cover the charges with respect to the shipment / delivery of the bicycle or relevant component(s) to Carbon Bicycle Repairs (Pty) Ltd nor the charges and / or costs incurred in the stripping and / or rebuilding of the bicycle by any third party which charges and or costs shall be borne by the owner. If Carbon Bicycle Repairs (Pty) Ltd approves the warranty claim it will cover the shipment cost of returning the bicycle or relevant component(s) to the owner.
- 3.5. Where Carbon Bicycle Repairs (Pty) Ltd after inspection determines that the claim with respect to the carbon fibre repair and / or paintwork is covered under this Limited Warrantee Policy it may in its discretion provide the strip and rebuild services at no additional charge to the owner provided that the strip and rebuild as may be required to effect the warranty repair and / or paintwork is carried out by Carbon Bicycle Repairs (Pty) Ltd.
- 3.6. If after inspection Carbon Bicycle Repairs (Pty) Ltd is of the opinion that the claim with respect to damage, defect, malfunction and or failure of the carbon Fibre repair and or paintwork carried out by Carbon Bicycle Repairs (Pty) Ltd is covered by this Limited Warranty Policy, Carbon Bicycle Repairs (Pty) Ltd will in its sole discretion either repair the bicycle, frame / frameset, component and or wheel as applicable or refund the original invoiced amount for the relevant repair and or paintwork.
- 3.7. THIS LIMITED WARRANTY POLICY IS THE FULL AND COMPLETE STATEMENT OF CARBON BICYCLE REPAIR (PTY) LTD'S WARRANTY WITH RESPECT TO CARBON FIBRE REPAIRS AND PAINTWORK CARRIED OUT BY CARBON BICYCLE REPAIRS (PTY) LTD AND NO OTHER REPRESENTATION OF ANY KIND BY ANYONE SHALL EXTEND OR CREATE ANY ADDITIONAL OR OTHER WARRANTY REGARDING CARBON FIBRE REPAIRS AND / OR PAINTWORK CARRIED OUT BY CARBON BICYCLE REPAIRS (PTY) LTD. ALL OTHER REMEDIES, LIABILITIES, OBLIGATIONS, WARRANTIES EXPRESS OR IMPLIED ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW. IT IS AGREED THAT CARBON BICYCLE REPAIR (PTY) LTD'S LIABILITY UNDER THIS LIMITED WARRANTY POLICY AND WITH RESPECT TO ANY CARBON FIBRE REPAIR AND / OR PAINTWORK SHALL TO THE FULLEST EXTENT PERMITTED UNDER LAW BE LIMITED TO AND NO GREATER THAN THE PRICE / CHARGE AS INVOICED FOR THE ORIGINAL CARBON FIBRE REPAIR AND / OR PAINTWORK WITH RESPECT TO WHICH THE CLAIM IS MADE AND IN NO EVENT

SHALL CARBON BICYCLE REPAIRS (PTY) LTD BE LIABLE FOR INCIDENTAL AND / OR CONSEQUENTIAL DAMAGES AND OR LOSSES INCLUDING PERSONAL INJURY OR DEATH WHETHER SUCH WERE FORESABLE OR NOT AT THE TIME OF PUBLISHING THIS LIMITED WARRANTY POLICY.

- 3.8. If any provision of this Limited Warranty Policy is determined by a competent authority to be invalid or unenforceable only such provision shall be excluded / struck from this Limited Warranty Policy and all other provisions and / or terms and conditions shall continue to apply.
- 3.9. This Limited Warranty Policy shall be construed and interpreted in accordance with and shall be governed by the laws of the Republic of South Africa. Any dispute that may arise under or with respect to this Limited Warranty Policy shall be subject to the exclusive jurisdiction of the courts of the Republic of South Africa.
- 3.10. This Limited Warranty Policy is subject to change without notice. Visit www2.carbonbicyclerepairs.co.za for the latest version of this document as well as additional information.