

Warranty\_

# MONTEGO

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## MONTEGO

## **WARRANTY**

### Article 1 Warranty terms

1.1. Montone Cycling B.V. warrants that all Montego bikes are free of construction and/or material failures in accordance with all what's been mentioned in these provisions.

1.2 Warranty can only be given by Montone Cycling B.V. to the original owner of the Montego bike. For every other owner the warranty will be invalid. This warranty applies only to the original owner and is not transferable.

1.3 The warranty period and expiration of the warranty will be defined in the next articles.

### Article 2 Warranty period

2.1 The warranty period of Montone Cycling B.V. for components is:

- a. Montego Frame, with the exception of a carbon frame: 5 years warranty.
- b. Other components: 2 years.

2.2 The warranty does not cover normal wear and tear, improper assembly or follow-up maintenance, or installation of parts or accessories not originally intended or compatible with the bicycle as sold.

### Article 3 Warranty exclusions

3.1 Warranty is not valid in the following cases:

- a. If damage is caused by wear and tear, improper assembly and assembly of not original parts, and also negligence and incorrect adjusting of components of the bike;
- b. The warranty does not apply to damage or failure due to accident, misuse, abuse, demolition, neglect, incorrect or inadequate maintenance. Modification of the frame or components shall void this warranty.
- c. If damage is caused by uncommon use, like: use in competition, stunts, jumping, carrying of a heavy load, commercial use, bike rental or activities that are judged by Montone Cycling B.V. as similar to the foregoing situations and cases.
- d. If bike maintenance is not in accordance with the manufactures' manual.
- e. If damage is caused by climatic/environmental conditions, like weathered lacquer and rust.

3.2 The warranty does not include shipping costs and costs for (dis)assembly and have to be paid by the owner of the bike, just like the other costs (shipping costs and cost of labour) resulting from the warranty claim.

#### Article 4 Warranty components

4.1 During the warranty period the components which are valid to warranty and are assessed by Montone Cycling B.V. as subject to a material and/or construction fault, will be repaired, or, if necessary, replaced, or compensated. Montone Cycling B.V. will decide if components will be repaired, replaced or compensated.

4.2. Warranty components will be replaced by an original component or, if not available, by an equal alternative. A new component can be different from an original one.

#### Article 5 Submit a claim

5.1 Warranty claims must be submitted by the Montego dealer who sold the bike. The Montego dealer decides, together with Montone Cycling B.V., if the warranty claim is valid. The judgment of the dealer does not automatically mean that the claim is valid. The dealer has to send the components first to Montone Cycling B.V.

5.2. Montone Cycling B.V. reserves the right to decide if a claim, on the terms of this warranty directive, is valid

5.3 The shipped components have to be clean. Components which are not subject to warranty have to be removed. The owner of the bike must show his original purchase bill to an official international authorized dealer when claiming for warranty.

5.4 Components which are subject to a construction- and/or material defect won't be returned to the owner.

#### Article 6 Liability

6.1 A warranty claim which is confirmed by Montone Cycling B.V. does not mean that Montone Cycling B.V. can be held responsible for any possible damage. The liability is solely limited to the terms and conditions mentioned in these warranty terms. Montone Cycling B.V. is not liable for any consequential damage.

#### Article 7 Applicability

7.1 These warranty terms are subject to Dutch law. In case any provision in the warranty is void or voidable, then it does not affect the remaining warranty apply.