

## XDS BICYCLES AUSTRALIA

### THIS WARRANTY SUPERCEDES ANY PREVIOUS DEFECTS WARRANTY

#### 1. XDS BICYCLES DEFECTS WARRANTY

XDS Bicycles Australia warrants to you, the original purchaser (Purchaser) of an XDS brand bicycle, that this bicycle and certain identified parts of it (as set out in paragraphs 3.1 and 3.2 of this document, and collectively referred to as the Bicycle), when used for normal riding purposes, are free from material defects in workmanship and materials for the relevant periods nominated below (Warranty).

Global Fitness & Leisure company Pty Ltd, trading as XDS Bicycles Australia (ABN 96 137 370 953) of 17 Fordson Rd Campbellfield Victoria 3061, (Ph: +61-3-93572166) This Warranty is governed by the laws of the state and/or country where the Bicycle was purchased, and applies from the date of an original retail purchase from a dealer authorised by XDS Bicycles Australia. A full list of dealers can be found at [www.XDSbikes.com.au](http://www.XDSbikes.com.au). The benefits to the Purchaser given under this Warranty are separate from and in addition to (and therefore do not affect or limit) any rights or remedies of the Purchaser in respect to the Bicycle under the Australian Consumer Law (ACL) (which is set out in full at Schedule 2 to the Competition and Consumer Act 2010 (Cth)) or the Consumer Guarantees Act 1993. XDS Bicycles Australia does not authorise or allow anyone, including Dealers of XDS bicycles, to extend or vary this Warranty or any other warranties given by XDS Bicycles Australia. If any provision of this Warranty is held invalid, unenforceable or illegal for any reason, the rest of this Warranty will remain in full force apart from such provision, which will be deemed to have been deleted.

#### 2. The Purchaser's attention is drawn to the following:

- 2.1. The Bicycle is only designed and intended for the purpose of normal riding, and is specifically not designed or intended for any other uses, including jumping, stunt riding, participation in "motocross" bicycle riding, mountain bicycle racing or other uses not recommended in the owner's manual.
- 2.2. Australasian sunshine produces some of the highest levels of ultra violet rays in the world, which has the effect of causing paintwork to fade quickly, and it is usual for this fading to be more noticeable, and to occur at a faster rate, in neon or fluorescent paints (despite the presence of ultra violet inhibitors in the paint).
- 2.3. To the extent permitted by the ACL and other any other relevant law, other than in accordance with this Warranty, and as part of the terms of the sale of the Bicycle:

- (a) XDS bicycles Australia will not be liable for, and the Purchaser will hold XDS Bicycles Australia harmless in connection with, any form of defect, malfunction, failure, loss, damage, cost, injury or harm of any kind (whether direct, indirect, special or consequential) howsoever arising from the use or supply of the Bicycle to the Purchaser; and
  - (b) the Purchaser, XDS bicycles and any relevant XDS bicycle dealer each agree to exclude any warranties implied by law.
- 2.4. Despite anything else in this Warranty or the owner's manual, nothing in this Warranty or the owner's manual will exclude, limit or modify any warranty or liability of XDS Bicycles Australia implied or imposed by any applicable law, if to do so would be unlawful or make any part of this Warranty void or voidable.

#### 3. What this Warranty covers and term of this Warranty

- 3.1. This Warranty only covers bicycles that have a wheelbase exceeding 640mm or have a wheel size of 16' (40cm) and larger.
- 3.2. This Warranty covers:
  - (a) Standard steel, alloy and carbon frames and framesets, for as long as the Purchaser owns the Bicycle (but note that the fork is not a part of the frame or frameset);
  - (b) Suspension frames and framesets (including but not limited to, all suspension attachment points, bushings, pivots, fasteners, stays and shock units) for two years;
  - (c) all other standard components and accessories forming part of the Bicycle, including standard forks, wheels, suspension forks, rear shock absorbers, drive train, brakes, seat post, handlebar and stem, paint, decals and finish for one year.
- 3.3. A lifetime warranty on your frame or frameset does not guarantee that the Bicycle will last forever. The length of the life of the Bicycle will vary depending on the type of the Bicycle, riding conditions and care the Bicycle receives.

#### 4. Exceptions to this Warranty

- 4.1. This Warranty does not apply:
  - (a) where the Bicycle or any part of it: fails due to an accident, any neglect, abuse, normal wear and tear, misuse, lack of rider skill, improper operation, improper assembly, improper or lack of repair, improper or lack of maintenance, alteration, modification, or any other abnormal, excessive or improper use; has been subjected to a use for which it was not designed or intended or promoted by XDS Bicycles Australia, including but not limited to jumping, stunt riding, participation in motocross bicycle riding, mountain bicycle racing, trick riding, ramp riding, downhill racing, jumping, aggressive

riding, riding on severe terrain, riding in severe climates, riding with heavy loads, any other uses not recommended in the owner's manual or any similar activities; has had a motor attached or has been used for hire, rental or any other commercial purpose; has been modified or is otherwise than as supplied by XDS Bicycles Australia ;or does not consist solely of original parts or equipment;

- (b) where any defect, damage, malfunction or other failure of the Bicycle or any part of it resulted directly or indirectly from:
  - A person other than an XDS Bicycle Dealer adjusting or failing to adjust any part requiring normal maintenance and service (examples include adjustment of brakes and derailleur mechanisms, tire inflation, lubrication, and tightening of screws, nuts and bolts);
  - any failure to follow the owner's manual; or
  - normal wear and tear, including the results of fatigue (fatigue damage is considered normal wear and tear, being a symptom of the frame or frameset being worn out through normal use, and the Purchaser should regularly inspect the frame or frameset, and ensure that the frame or frameset is periodically checked by an XDS bicycle dealer for indicators of fatigue, stress or any other potential failure); or
- (c) where coverage for suspension components is warranted, in respect to such components for the original manufacturer's warranty period, as noted in that original manufacturer's documentation where supplied.

4.2. This Warranty only applies to the Purchaser and only if the Bicycle was purchased from an XDS bicycle dealer. It may not be assigned or transferred by the Purchaser to any other person.

4.3. Except as expressly provided in this Warranty and otherwise required by law, XDS Australia gives no warranties in relation to the Bicycle or any of its parts, either express or implied, including but not limited to any implied warranties relating to quality, fitness for any particular purpose or ability to achieve a particular result.

4.4. To the extent permitted by law:

- (a) XDS Bicycles Australia sole liability for breaching any term of this Warranty is limited, at XDS Bicycles Australia sole election, to XDS Bicycles:
  - Repairing or replacing the defective item;
  - Supplying the equivalent of the defective item; or
  - Reimbursing the cost of any of the above; and
- (b) XDS Bicycles Australia total liability in relation to the Bicycle and all its parts shall be no greater than the amount of the original retail price paid by the Purchaser for the Bicycle and all its parts.

#### 5. Claiming on this Warranty

- 5.1. In order to make a claim under this Warranty, the Purchaser must deliver to the XDS dealer from which the Bicycle was purchased:
  - (a) The Bicycle or relevant part thereof;
  - (b) Written reasons why the Purchaser considers that the Purchaser has a claim under this Warranty;
  - (c) all things necessary to support the Purchaser's claim, including:
    - details of the Bicycle or relevant part thereof (by brand, model and serial number);
    - original proof of purchase which identifies the Bicycle or relevant part thereof by serial number;
    - details of the XDS dealer from which the Bicycle was purchased (including name and address);
    - evidence that regular servicing and maintenance has been undertaken on the Bicycle by an XDS dealer, to show that the Bicycle or relevant part thereof has been correctly maintained; and details of the defect, malfunction or failure in respect of which the warranty claim is being made.
  - (d) If the Purchaser does not know the address or location of the XDS dealer from which the Bicycle or relevant part thereof was purchased, it may send notice of its claim to XDS Australia at the address provided in paragraph 2 of this Warranty.
  - (e) If this Warranty applies to the Bicycle or relevant part thereof, XDS Australia will repair the Bicycle or relevant part thereof.
  - (f) If XDS Australia cannot repair the Bicycle or the relevant part thereof within reasonable time frame after receipt of the claim, XDS Australia will replace the Bicycle or relevant part thereof with a comparable non-defective product or part without charge to the Purchaser.
- 5.2. To the extent possible under law, all reasonable costs and expenses in connection with the processing of the Purchaser's warranty claim, including all costs associated with transportation and delivery, shall be borne by the Purchaser.

#### FOR AUSTRALIAN CUSTOMERS

#### 6. CONSUMER GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.