

„5-YEAR GUARANTEE ON PINION GEARBOX TECHNOLOGY“ GENERAL TERMS AND CONDITIONS OF WARRANTY OF PINION GMBH

Warranty

On the basis of these General Terms and Conditions of Warranty, Pinion GmbH (Pinion) assumes manufacturer's warranty for transmissions P1.18, P1.12, P1.9XR and P1.9CR („P-transmission“) and transmissions C1.12, C1.9 XR and C1.6 („C-transmission“). The P- and C-transmissions are jointly referred to as „transmissions“.

With this warranty, Pinion grants the customer additional rights beside the contractual and statutory claims for defects. The customer's claims for defects deriving from the purchase contract with the specialist dealer or the bicycle manufacturer in direct sale (seller) and other statutory rights of the customer shall not be restricted by this warranty. Customer claims against the seller, however, are excluded when and if Pinion performs services in accordance with this warranty.

The customer in the sense of this manufacturer's warranty is any natural person who owns the transmission and has not acquired it for use within the framework of a commercial or independent occupational activity.

Warranty claim and period

A warranty claim applies if the transmission is proved to be defective as a result of material or manufacturing faults.

The warranty

- on P-transmissions applies for a duration of five years and
- on C-transmissions for a duration of two years

from the respective date of purchase of the transmission by the first customer from the seller, but no longer than for a period of six years from the date of manufacture of the transmission. Evidence of the purchase date is provided by the original receipt. Pinion is entitled to determine the date of commencement of the warranty period according to the date of manufacture. The warranty period shall be neither extended nor renewed on account of warranty services.

The customer shall have the option of extending the warranty period for C-transmissions from two years to five years on the Pinion website (<http://pinion.eu/en/5-years-guarantee>) upon payment of EUR 59.00 including VAT. This extension is possible within the first 12 months from the date of purchase of the transmission from the seller by the first customer. Further details are provided on the Pinion website (<http://pinion.eu/en/guarantee-extension>).

Assertion of a warranty claim

The warranty claim must be asserted against the seller within 30 days after appearance of the defect in written form (e.g. by e-mail, telefax or letter) with the completely filled-in warranty card, the completely filled-in service form and the original receipt.

The customer can claim warranty services only if he proves that the transmission oil has been changed yearly since the date of purchase of the transmission. Proof can be furnished by means of confirmation by the specialist dealer on the warranty card or by presenting the receipts for original transmission oil from Pinion. This obligation to furnish evidence has applied since 31.03.2016.

In the event of an unjustified assertion of warranty claims, Pinion reserves the right to charge an administration fee to the amount of EUR 50.00 including VAT at the applicable statutory rate. The customer is entitled to prove that Pinion has incurred no or only minor damage. Further claims on the part of Pinion shall remain unaffected.

Transmissions must be cleaned before being given to the seller. If transmissions are given to the seller in an unclean state, Pinion reserves the right to charge a cleaning fee to the amount of EUR 25.00 including VAT at the applicable statutory rate. The customer is entitled to prove that Pinion has incurred no or only minor damage. Further claims on the part of Pinion shall remain unaffected.

Warranty services

Pinion can perform the warranty service for the customer either in the form of a free repair of the transmission or by replacement of the transmission, at Pinion's own option. Further claims for warranty services do not apply. In particular, the warranty does not cover the costs for removal, reinstallation, assembly, transportation, import and export of the transmission, or any transportation and storage risks.

Pinion reserves the right to deliver a comparable and equivalent transmission if the original transmission is no longer available.

Exclusion of warranty

Warranty is excluded

- in event of defects caused by improper handling, assembly, use or storage, or by changes or repairs carried out in an improper manner, in particular in event of the use of non-approved parts;
- for consumable parts such as seals, chain or belt sprockets, derailleur cables, handles of the rotary grip;
- if, during assembly, use and maintenance of the transmission, the specifications, instructions, guidelines and terms stated in the instructions for assembly, care and use issued or provided at www.pinion.eu were disregarded;
- if the transmission was not maintained and treated correctly, in particular if the service intervals were not complied with;
- in event of any other improper use, in particular in event of external force, for example resulting from a fall or an impact;

- for transmissions on which modifications or additions have been made, particularly transmissions where the housing was opened (except for the cover for replacement of derailleur cables) or the serial number has been made illegible or removed;
- in event of use resulting in heavy wear, in particular in event of aboveaverage use of the transmission, for example in competitive racing, jumps or stunts; and
- if the defects are negligible for the value and fitness for purpose of the transmission.

Data protection

Pinion will collect, process and store all personal data provided by the customer exclusively in accordance with the provisions of German data protection law. Use of the customer's personal data is necessary to execute this warranty. Use of the data beyond this purpose requires the explicit consent of the customer. Data will not be passed on to third parties.

Final provisions

For the legal relations between the customer and Pinion, the law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

Place of performance for obligations arising from this warranty shall be the location of Pinion.

Should any provision of these Terms and Conditions of Warranty be ineffective or unenforceable, either wholly or in part, or should there be a loophole in these Terms and Conditions of Warranty, the validity of the other provisions shall not be affected. In place of the ineffective or unenforceable provision, an effective or enforceable provision shall be agreed that comes closest to the purpose of the ineffective or unenforceable provision. In event of a loophole, a provision shall be deemed agreed that corresponds to what would have been agreed in accordance with the purpose of these Terms and Conditions of Warranty.

Pinion GmbH

Heerweg 15A
73770 Denkendorf
Germany

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