

Warranty

Pinion GmbH (Pinion) provides a manufacturer's warranty for the P1.18, P1.12, P1.9XR and P1.9CR transmissions ("P-gearboxes"), the C1.12, C1.9 XR and C1.6 transmissions and the Smart.Shift variants C1.6i, C1.9i and C1.12i ("C-gearboxes") based on these General Warranty Conditions. The P- and C-gearboxes are also referred to collectively as "gearboxes". With this warranty, Pinion grants the customer rights in addition to the contractual and statutory claims for manufacturer defects. Customer claims for defects over the course of a purchase contract with a dealer or with a bicycle manufacturer through direct sale (vendor) and the additional statutory rights of the customer are not restricted by this warranty. Claims of the customer against the vendor, however, are excluded if and to the extent that Pinion provides services under this warranty. For the purposes of this manufacturer's warranty, a customer is any natural person who is the owner of the gearbox and who has not acquired it for use in commercial or independent professional activity.

Warranty claim and warranty period

A warranty claim applies if the gearbox is demonstrably defective due to material or manufacturing defects.

The Warranty

- on P-gearboxes is valid for a period of five years and
- on C-gearboxes for a period of two years

in each case from the date of purchase of the gearbox by the first customer from the vendor, but no longer than six years from the date of manufacture of the gearbox. Proof of the date of purchase is demonstrable by the original purchase receipt. Pinion is entitled to determine the effective start of the warranty period according to the date of manufacture of the gearbox. The warranty period shall be neither extended nor renewed by warranty services.

The customer has the option of extending the warranty period for C-gearboxes at <https://pinion.eu/en/5-year-guarantee/> from two years to five years through payment of the purchase price shown on this website. Warranty extension is possible within 12 months of the date of purchase of the gearbox by the first customer from the vendor. Further details can be found on the [Pinion website](#).

Assertion of a warranty claim

A warranty claim must be made in written form (e.g. via e-mail, fax, or letter) to the vendor within 30 days of the occurrence of the defect, and must be accompanied by a completed warranty card, a completed service form, and the original purchase receipt. The customer can only claim warranty services if they can prove that an oil change has been carried out on

the gearbox annually since the original date of purchase of the gearbox. Proof can be provided through confirmation of service as written on the warranty card by the dealer, or by providing purchase receipts for Pinion original gear oil. The obligation to provide proof of service is applicable after 31.03.2016. In the event of an unjustified warranty claim, Pinion reserves the right to charge an administration fee in the amount of EUR 50.00 including VAT at the legally applicable rate. The customer is entitled to prove that Pinion has suffered fewer or no losses. Further claims on behalf of Pinion shall remain unaffected.

Gearboxes must be cleaned before being returned to the vendor. If a gearbox is returned in an unclean state, Pinion reserves the right to charge a cleaning fee in the amount of EUR 25.00 including VAT at the legally applicable rate. The customer is entitled to prove that Pinion has suffered fewer or no losses. Further claims on behalf of Pinion shall remain unaffected.

Warranty services

Pinion may, at its discretion, provide warranty service to the customer by repairing the gearbox without charge, or by providing a replacement gearbox. Further claims for warranty services do not apply. In particular, the warranty does not cover the costs of removal, reinstallation, assembly, transport, import and/or export of the gearbox, or any associated transport or storage risks. Pinion reserves the right to deliver a comparable and equivalent gearbox if the original gearbox is no longer available.

Exclusion of warranty

The warranty is excluded

- in the event of defects resulting from improper handling, assembly, use, storage or improperly performed modifications or repairs, in particular the use of non-approved parts,
- for wear parts, including but not limited to seals, sprockets / belt pulleys, shift cables, rotary shifter covers,
- for add-on parts, i.e. parts that are not part of the gearbox itself, such as cranks, chain or belt tensioners, mechanical or, in the case of Smart.Shift variants, electric shifters and shifter controls,
- if, during assembly, use, and maintenance of the gearboxes, the specifications, notes, guidelines, and conditions pertaining to the assembly, care, and use instructions provided at <https://pinion.eu/en/downloads/> have been not been observed,
- if the gearbox has not been properly maintained and serviced, in particular if the service intervals have not been observed,

- in the event of improper use, in particular in the event of external force, e.g. from a crash or an impact,
- in the case of gearboxes upon which modifications or additions have been made, in particular gearboxes whose housings have been opened (with the exception of gearbox covers for changing shift cables) or upon which the serial number has been changed, made unrecognisable, or removed,
- in the case of heavy wear and tear, in particular, above-average wear of the gearbox through activities such as competitive racing, jumping, or stunt riding, and
- if the defects do not significantly impact the value and usability of the gearbox.

Data Protection

Pinion will comply with the legal provisions on data protection, in particular the EU General Data Protection Regulation (GDPR), when fulfilling these Warranty Conditions. Information on the processing of personal data (names and contact details of customers) in the fulfilment of these Warranty Conditions and on data protection can be found at <https://pinion.eu/en/privacy-statement/>.

Concluding provisions

The legal relationship between the customer and Pinion shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The place of performance for obligations arising from this warranty is the registered office of Pinion.

Should any provision of these Warranty Conditions be or become invalid or unenforceable, in whole or in part, or should there be a loophole in these Warranty Conditions, the validity of the other provisions shall not be affected. In place of the invalid or unenforceable provision, a valid or enforceable provision that comes closest to the intent of the invalid or unenforceable provision shall be deemed agreed upon. In the event of a loophole, a provision shall be deemed agreed upon that corresponds to what would have been agreed upon in accordance with the intent of these Warranty Conditions.

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