

WARRANTY INFORMATION AND GUARANTEE



The BionX warranty covers a two (2) year period for all parts of the BionX propulsion systems(s) to the first owner, within the framework of the following conditions:

1. This warranty exclusively covers systems provided by BionX excluding all the other bicycle components provided by other bicycle manufacturers.
2. This warranty covers the repair and/or the replacement of BionX propulsion systems provided that the equipment concerned loses its functionality within the agreed warranty period and also provided that the claim is not related to any of the following cases expressly excluded under this warranty.
3. Any other legal provisions, particularly with respect to warranty regulations, are not restricted by this warranty.
4. This warranty only covers material and manufacturing defects. It is only effective with a valid proof of purchase consisting of the original purchase document or receipt indicating the date of purchase, the serial number, the dealer's name and the designation of the system model. BionX reserves the right to reject the coverage of this warranty if the accompanying documentation of BionX components is not accurate or complete.
5. In the case of a warranty claim, BionX undertakes to either repair faulty system components and/or to replace such components, at BionX discretion (Service Replacement Unit).
6. Warranty repairs have to be exclusively performed by BionX. Any component to be repaired under the framework of this warranty has to be transferred to the dealer at the client's own expenses and risks, and, after the completion of such repair, has to be picked up at the dealer. In the case of rightful warranty claims, BionX reserves the right to bear or repay transportation expenses. In order to have a previous determination whether a warranty claim is justified or not, the end user has to submit his claim to the dealer from whom he purchased the product so that the respective dealer handles the shipment to BionX.
7. Costs for repair work performed in advance by persons who have not been authorized by BionX will not be reimbursed. In such a case, any warranty claim will cease.
8. Repair work and/or replacement of components during the warranty period does not lead to an extension and/or a new start of the warranty period. Repair work and direct replacement during the warranty period may be performed with functional replacement components of equal value.
9. The two-year warranty period starts with the date of purchase. Warranty claims must be reported immediately.
10. If the battery/cell pack does not provide full capacity in the course of normal use or for batteries going through a normal aging process or reduction of performance, BionX warranty only covers that within the two-year warranty period or within 600 charging cycles, whichever event occurs first, to the condition that the battery provides less than 70% of its initial capacity.
11. No warranty claims are accepted – without limitation to other reasons – in the case of damages due to the following:
 - a) External influences, particularly falling rocks, collision, accident and other external events with an immediate external effect due to mechanical powers.
 - b) Purposeful and/or malevolent acts, theft and robbery as well as natural hazard events and/or acts of mischief.
 - c) Inappropriate use, e.g. the product was exposed to liquids, chemicals of any type and/or extreme temperatures, wetness and humidity and/or if the battery suffers damages due to non-compliance with the special instructions set forth in the chapter "Handling and Charging of the Battery".
 - d) Overcharging the battery or not adhering to the instructions of battery handling.
12. No warranty claims are accepted - without limitation to other reasons:
 - a) In the case of test, maintenance, repair and replacement work due to normal use.
 - b) If the model, serial or product number on BionX product has been changed, deleted, blurred or removed. The seal and/or the serial number decal on the battery housing has been broken or obviously manipulated.
 - c) In the case of use of the battery in systems that are not approved for such use with this particular product.
 - d) In the case of the operation of the BionX system with batteries other than the batteries designed for the BionX system (refer to user manual).
 - e) If one or more than one BionX part has been opened, altered or repainted.

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- 13.** This warranty only covers the above mentioned repair work and/or the replacement of defective or compromised components. It excludes any claims as to the reimbursement of property damages, downtimes, expenses for renting or leasing equipment, travel expenses, lost profit or any other claims. BionX liability in connection with this warranty is limited to the respective acquisition value of the product.
- 14.** This warranty only covers original BionX components. The use of spare parts from unknown sources, for example, replacement parts from third parties, is strictly prohibited.
- 15.** Warranty will be voided on any system on which it will be concluded that there has been any case of modification or tampering with firmware.