

# **Product liability and warranty**

by Pole Bicycles Company Oy

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#### LIMITED INTERNATIONAL warranty

We, Pole Bicycle Company Oy, warrant that we shall, according to the terms of this limited international warranty, repair, or a service point authorized by us shall repair, any material or manufacturing defects for the original customer, subject to our discretion either by:

- a) repairing the product or its part,
- b) replacing the product or its part with a new or serviced replacement product or part, which may be a similar successor model product or part and possibly of a different color than the replaced product or its part,

or

- c) refunding the purchase price of the product.

In the above situations, we will cover shipping costs.

The consumer shall have the rights according to the national legislation. This warranty shall not limit the consumer's rights under the valid national legislation, nor the rights based on purchase agreements or sales contracts with respect to the seller.

The statutory period of warranty (liability) to the consumer is two years (24 months) from the date of delivery.

Should a product or its part be replaced or the purchase price of the product be refunded to the consumer, the ownership of the replacement product or its part shall be transferred to the consumer and the ownership of the replaced or returned product or its part shall be transferred to us.

We shall grant the replaced product or its part or the repaired product a warranty which either corresponds to the remaining period of warranty of the original product or extends for 90 days from the replacement or repair. The alternative which gives the consumer the longest warranty period shall be applied.

Utilizing and applying the warranty may require the consumer to answer questions by means of which we will attempt to identify possible problems or defects relating to the product.

Our warranty does not cover product assembly or installation work or costs or possible additional costs incurred by model changes.

This limited international warranty does not cover:

normal wear or cosmetic damage such as scratches, dents, hollows, corrosion, impressions, and abrasions;

defects caused by careless handling;

damage caused by incorrect care, overloading, negligence (for example insufficient maintenance of bearings or suspension components) or accidents, such as falling over, colliding, falling, a fire or being crushed;

changes made to the product, such as engravings, paintings or changes to the frame and defects and damage caused by these;

wearing parts such as wheel tires and shafts, unless the damage is due to a material or manufacturing defect;

damage caused by maintenance measures carried out by a party other than us or a service point authorized by us;

products bought second-hand unless the local legislation prescribes otherwise;

defects due to normal wear or to another normal aging of the product;

professional use, such as using the product in competition activities and the defects or damage caused by that;

defects or damage caused by extreme stunts or attempted extreme stunts comparable to competition activities;

nor

other excessive strain.

We do not warrant the compatibility of the product with products and spare parts provided by third parties (for example other manufacturers).

We reserve the right to reject warranty claims concerning products that have been acquired and/or used contrary to the national laws of the consumer's home country.

This warranty is limited to countries where we sell or market the product ourselves or through authorized retailers.

For more information on this warranty, please contact us by email at [service@polebicycles.com](mailto:service@polebicycles.com) (mailto:service@polebicycles.com) or by telephone at +358 50 436 7350.

## **Limitation of liability**

We will not grant any warranties to the user instructions of the product or to the unusual use of the products described in the user instructions.

WE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SECONDARY, SPECIAL, INDIRECT, OCCASIONAL, DIRECT OR CONSEQUENTIAL DAMAGE, LOSSES OR EXPENSES OR THE INABILITY TO USE THE PRODUCT, WHICH ARISES FROM THE PRODUCT OR MAY BE CONNECTED TO THE PRODUCT, IRRESPECTIVE OF WHETHER THEY ARE DUE TO THE MISUSE, INCORRECT USE, CORROSION DAMAGE, INCOMPETENT USE OR DEFECT OF THE PRODUCT. THE ABOVE LIMITATIONS MAY NOT CONCERN ALL CONSUMERS IF ANY STATE DOES NOT OR STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF SECONDARY OR CONSEQUENTIAL DAMAGE.

We reserve exclusive rights to decide whether:

the product will be repaired,

the product will be replaced by a new or serviced product, or

the purchase price will be refunded.

ONE OF THESE COMPENSATIONS IS THE ONLY LEGAL REMEDY OBTAINED BY THE CONSUMER UNDER THE LIMITED INTERNATIONAL WARRANTY GRANTED BY US.

We shall not be liable for anything caused by the products of third parties (for example other manufacturers) to our products.

We shall not be in any way liable for the functioning or malfunctioning of the products or services of third parties (for example other manufacturers), of their usability in connection with our products or for the safety of a product or service of a third party, nor are we liable for anything else caused by a product or service of a third party or related to these.

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