

## **WARRANTY POLICY**

### **to the additional NOX CYCLES manufacturer's warranty for model year 2016-2021**

#### **A. ADDITIONAL MANUFACTURER'S WARRANTY**

NOX CYCLES bicycles are quality products made from high-end materials. All NOX CYCLES frames are carefully manufactured, undergo rigorous stress testing and as well as extensive quality control both during manufacture and prior to delivery. Nevertheless, during hard use of an e-mountain bike, unusual loads (e.g., when jumping), material fatigue or falls and accidents may lead to frame damage or breaks.

For all bicycles of model year 2016-2021, NOX CYCLES offers an additional, voluntary manufacturer's guarantee for the frame for a period of 3 years.

The rights of the original purchaser under this warranty are in addition to and independent of any statutory warranty rights as a purchaser of the product. The geographical scope of this warranty is the European Union as well as contracting states of the Agreement on the European Economic Area and Switzerland.

**Warrantor is:**

NOX CYCLES Austria GmbH  
Gewerbegebiet Süd 3, 6262 Schlitters, Austria

#### **B. CONDITIONS OF CLAIMING THE WARRANTY**

The additional contractual manufacturer's warranty becomes valid from the date of purchase of the bike directly from NOX CYCLES or an authorized specialist dealer. It applies only to the first legitimate owner who can present the original purchase receipt. The warranty is non-transferrable, i.e., if the bike is passed on and there is a change of ownership, the warranty expires on the day of the transfer of ownership.

#### **C. ENFORCEMENT AND EXECUTION OF WARRANTIES**

In order to assert warranty claims, the bike must be brought fully assembled together with the original purchase receipt including the date of purchase and the frame number to the NOX CYCLES specialist dealer where it was purchased or (in the case of a Click & Collect purchase) picked up. The point of contact for warranty claims is always the specialist dealer, who takes care of the initial assessment of the damage, reports the damage to NOX CYCLES and, if necessary, organizes the packaging and shipping of the bike to NOX CYCLES. NOX CYCLES takes over further communication with the warranty holder until the bike can be sent back to the specialist dealer for handover to the warranty holder.

In the event of a warranty claim, the defective frame will be repaired or replaced with a new frame at the expense of NOX CYCLES and at their discretion. If the original frame is no longer available, NOX CYCLES will offer a comparable frame from a successor model.

NOX CYCLES does not guarantee that all installed components are compatible with the replacement frame. Components that are not compatible and therefore need to be replaced, such as the battery, motor, suspension fork, suspension shock or wheels, will be invoiced separately.

NOX CYCLES is responsible for the final decision on the assertion and implementation of a warranty service.

#### **D. DISCLAIMER**

**THIS WARRANTY DOES NOT APPLY TO:**

- Damage or malfunction due to accident or fall damage (see Crash Replacement Service)
- Improper assembly or installation of components not originally designed for or compatible with the bike
- Improper handling or wilful damage, i.e., if the bike is used outside of the specified ASTM class or if the permissible total weight is exceeded
- Labor costs for part replacement or conversion
- Damage to frame finishes and decals
- Frames whose production numbers have been altered, made illegible or removed



The normal wear and tear of bearings installed in the frame and all add-on parts of the bicycle (e.g. suspension forks, shocks, wheels, rear derailleurs, etc.) are not covered by this warranty. As a rule, however, original parts or components are protected by the warranty of the respective part or component manufacturer and a claim must also be lodged with the respective manufacturer.

**THE WARRANTY WILL VOID WITH:**

- Misuse of the product
- Improper use of the product, jumps and other types of excessive stress
- Failure to follow the operating instructions
- Failure to perform the prescribed periodic maintenance by a specialist dealer
- Any modification to the frame, fork or components

**E. DISCLAIMER OF FURTHER OR OTHER CLAIMS**

This warranty does not cover any travel or shipping costs or other incidental costs incurred in order to transport the NOX CYCLES bike to the authorized NOX CYCLES specialist dealer. Such costs are to be borne by the warranty holder.

Further or other claims, in particular claims for compensation for damage incurred outside of the bicycle, are excluded unless liability is mandatory by law. Warranty claims made in a state other than that of purchase may result in reasonable charges or other limitations as the warrantor may in its reasonable discretion determine.

**F. CRASH REPLACEMENT SERVICE**

Within this voluntary manufacturer's warranty, NOX CYCLES offers a Crash Replacement Service (CRS). The CRS applies to damage to the entire frame caused by an accident or fall that impairs the functionality of the bike or makes it impossible.

In the case of a CRS warranty, the defective frame will be replaced with a new frame for a fee. If the original frame is no longer available, NOX CYCLES will replace the defective frame with a comparable frame from a successor model. NOX CYCLES offers the new frame within the CRS at greatly reduced prices:

- 50% discount on the regular list price in the 1st year
- 40% discount on the regular list price in the 2nd year
- 30% discount on the regular list price in the 3rd year

NOX CYCLES does not guarantee that all installed components are compatible with the replacement frame. Components that are not compatible and therefore need to be replaced, such as the battery, motor, suspension fork, suspension shock or wheels, are invoiced separately. The labour costs for building the new frame into a complete bike as well as the delivery costs incurred will also be invoiced.

In order to assert the CRS warranty claims, the fully assembled bicycle together with the original purchase receipt (including the date of purchase and the frame number) and the completed Nox Cycles Crash Replacement Form must be brought to the NOX CYCLES specialist dealer where it was purchased or (in the case of a Click & Collect purchase) picked up. The point of contact for warranty services is always the specialist dealer, who takes care of the initial assessment of the damage, reports the damage to NOX CYCLES and, if necessary, organizes the packaging and shipping of the bike to NOX CYCLES at the expense of the warranty holder. NOX CYCLES takes over further communication with the warranty holder until the bike can be sent back to the specialist dealer for handover to the warranty holder.

NOX CYCLES reserves the right to refuse this service in individual cases if it is determined that damage was caused intentionally.



## **G. JURISDICTION AGREEMENT**

These warranty provisions and the contract concluded between the warrantor and the warranty holder (registered first purchaser) are exclusively subject to Austrian law, excluding the reference standards of Austrian international private law.

All disputes, differences of opinion and any claim arising from this warranty contract, or which relate to the warranty contract, its formation, breach, termination or nullity, shall be settled exclusively before the competent and local court in Tyrol for 6262 Schlitters, Austria.

*Status 12/2022*