## Warranty

## VIATHON BICYCLES LIMITED WARRANTY AND CRASH REPLACEMENT PROGRAM

Your Viathon bike was manufactured with care and delivered to you largely preassembled. You are responsible for the final assembly as provided in your purchase materials, and for regular care and maintenance.

**Limited Warranty: Two (2) years** from the date of purchase for the original owner (register here).

This warranty protects against damage due to manufacturing defects in materials and/or workmanship under normal and intended use for the original purchaser. This warranty is void in its entirety by any modification of the frame, fork, or components. This warranty is expressly limited to the repair or replacement of a defective item, and said repair or replacement is the sole remedy of the warranty. This warranty extends from the date of purchase, is offered only to the original retail purchaser, and is not transferable. This warranty applies only to Viathon bicycles purchased through an authorized dealer or distributor. Walmart Inc. (hereinafter "Viathon") is not responsible for incidental or consequential damages. Some states do not allow the exclusion of incidental or consequential damages, so the above exclusion may not apply to you. Any claim against this warranty must be made through an authorized dealer or distributor. Proof of purchase is required. A bicycle must be registered with Viathon before a warranty claim may be processed. Claims made outside the country of purchase may be subject to fees and additional restrictions. Warranty duration and detail may differ by frame type and/or by country. This warranty gives you specific legal rights, and those rights may vary from place to place. This warranty does not affect your statutory rights.

To ensure a long service life and good durability of your bike, only use it for its intended purpose, see Intended Use warning in your owner's manual, and or on our website in the product information page. The manufacturer's assembly instructions (especially the torque settings for bolts) and the prescribed maintenance intervals must be strictly followed as well. Please observe the tests and routines listed in your owner's manual and supplemental materials specific to your bicycle enclosed with its delivery as well as any instructions as to the replacement of safety-relevant components.

Any other original part or component shall be covered by the stated warranty of the original manufacturer. Any products not specifically included above are hereby omitted.

## This Warranty does NOT cover:

- Normal wear and tear
- Improper assembly
- Improper follow-up maintenance
- Installation of components, parts, or accessories not originally intended for or compatible with the bicycle as sold

- Damage or failure due to accident, misuse, abuse, or neglect
- Labor charges for part replacement or changeover
- Bikes used for commercial activities, including those in rental, demo, or security fleets

**To make a claim:** Contact Viathon at <u>Support@viathonbicycles.com</u> to initiate a warranty claim. Proof of purchase is required.

**CRASH-REPLACEMENT**. In the event of an accident or severe crash we offer the original purchaser the opportunity to replace their damaged Viathon frame at a greatly reduced cost. The Viathon crash replacement service is limited to the original owner and to damages that compromise the functionality or safety of the bike. We reserve the right to suspend this service if we detect that the damage has been caused unreasonably.

In order to claim the Crash Replacement service, please contact our support hotline by phone or email.

Further limitations on the limited warranty: TO THE EXTENT PERMITTED BY LAW, THE LIMITED WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES AND REMEDIES, WHETHER WRITTEN OR ORAL, AND VIATHON, AND ITS AFFILIATED COMPANIES AND PARTNERS SPECIFICALLY DISCLAIM ALL OTHER EXPRESS, STATUTORY, OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND AGAINST HIDDEN OR LATENT DEFECTS. IF VIATHON CANNOT LAWFULLY DISCLAIM EXPRESS, STATUTORY OR IMPLIED WARRANTIES, THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS LIMITED WARRANTY.

SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN EXPRESS, STATUTORY OR IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. VIATHON, AND ITS AFFILIATED COMPANIES AND PARTNERS, ARE NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR UNDER ANY OTHER LEGAL THEORY. IN SOME JURISDICTIONS THE FOREGOING LIMITATION DOES NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU.

THE MAXIMUM LIABILITY OF VIATHON, AND ITS AFFILIATED COMPANIES AND PARTNERS, SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY THE ORIGINAL CUSTOMER PURCHASER FOR A VIATHON BICYCLE.