Warranty

0. The key facts

Subject to meeting the conditions of this warranty policy covered in points 1 through 9, your **OPEN** frame is covered from the date of purchase:

- 3 years under the standard warranty
- 5 years if the frame is <u>activated</u> within 30 days of purchase
- 10 years under the crash replacement policy at 50% discount of the then-current MSRP (excluding any form of abuse of the policy as determined by **OPEN** at its sole discretion)

The detailed conditions are listed below:

1. Manufacturer warranty

The specific warranty covering your **OPEN** bicycle/frame is governed by the laws of the country in which it was purchased, and applies only to bicycles/frames purchased from an authorized **OPEN** retailer or directly from *OPEN cycle AG*.

Upon purchase, the original buyer shall be entitled to the manufacturer warranty guaranteed by *OPEN cycle AG* (hereinafter: warranty) with the following conditions:

2. Products covered by the warranty (scope as regards material and site)

The warranty shall exclusively cover new **OPEN** products that are purchased from an **OPEN** retailer or directly from *OPEN cycle AG*, meaning frames, or any other **OPEN** branded products and components. All other parts including wheels and components that are not **OPEN** branded shall be excluded from this warranty an instead, claims regarding these products should be addressed directly with the respective agencies of the respective brands/manufacturers.

3. Warranty period for material defects and design faults (scope of time)

Starting from the date of purchase, **OPEN** shall guarantee the following warranty period:

- **OPEN** Frame **3 years** (please see also below for warranty extension)
- Paint, decals and coating 1 year
- **OPEN**-branded parts **2 years**

4. Activation and warranty extension

To guarantee proper warranty claim for the original owner, it is highly recommended to activate your **OPEN** bicycle/frame <u>online</u> or by scanning the QR code on the bottom bracket of your frame.

The advantages of activation are:

- Extended warranty program
- Crash-replacement program
- Preferred status for future **OPEN** activities and products
- Fast notification in case of service updates or potential recalls

5. Warranty

For *OPEN cycle AG* to guarantee a warranty on its products, the buyer must have purchased the product from an authorized OPEN retailer or directly from *OPEN cycle AG* and the products must have been assembled and maintained by a properly trained mechanic. The warranty shall only be valid for the initial buyer and cannot be passed on nor transferred to a third party.

6. Warranty exclusion

The following components/parts and circumstances shall be excluded from this warranty or lead to exclusion from this warranty:

- If the bicycle is technically modified without the approval of the manufacturer
- Subsequent conversion/installation of incompatible or non-original parts
- Wear parts such as bearing parts, etc.
- Non-**OPEN** branded products. (Possible warranty claims for these products are to be addressed directly with the respective manufacturer)
- Custom paint costs. If you have custom-painted a regular or special RTP (ready-to-paint) **OPEN** product, **OPEN** will replace it with a new RTP or painted product at your choice.
- Consequential damage that is caused by parts/components that are faulty and excluded from this warranty
- Cases where independent rectification of the problem by the authorized **OPEN** retailer is possible.
- Improper use/transport
- Missing/delayed warranty inspection
- Improper maintenance (follow operating instructions!)
- Damage resulting from incorrect setting(s) or worn-out components including improper inflation or disregard of recommended tire pressures
- Consequences of a fall
- Damage caused by climatic conditions or normal wear
- Damage caused by accidents or impact due to riding in unsuitable conditions and environments
- Damage by use or installation of accessories not compatible or not recommended with the **OPEN** bicycle/frame, such as racks and panniers

- Damage due to unsuitable cleaning agents, utensils such as high-pressure cleaners or additives used
- Leasing to third parties or allowing frequent/long-term use by third parties
- Test bikes

7. Scope of the warranty services

OPEN cycle AG shall undertake, based on this warranty and during the respective warranty periods, to repair or replace products eligible for warranty with products of the same value, whereby the replacement may vary from that being replaced with regard to the model and/or color. Please note that:

- Services that are not included in the warranty and lie within the area of expertise of the retailer as well as cleaning of bicycles that are delivered dirty shall be charged at the hourly rate and the costs incurred for materials and transport shall be charged.
- Services performed under warranty (repair/replacement) shall not extend the original warranty.
- Labor costs/wages for warranty work as well as labor costs/wages for maintenance work under the warranty terms (operating instructions) shall not be covered by the warranty and are charged to the buyer.
- Custom paint costs are not included. If you have custom-painted a regular or special RTP (ready-to-paint) **OPEN** product, **OPEN** will replace it with a new RTP or painted product at the your choice.

OPEN cycle AG shall, in its sole discretion, decide for either repair or replacement. Claims other than those above and those related to parts/components shall be void. In particular, collateral damage and consequential damage such as penalties and fines shall be excluded from this warranty.

8. Assertion and procedure of warranty claims

Warranty claims shall be reported to your **OPEN** retailer using the completed warranty claim form or the purchase receipt.

Your **OPEN** retailer shall report your warranty claim, including photos of the defective parts and the frame serial number. Based on this information, **OPEN** shall decide on the further procedure. In case of ambiguity, **OPEN** may request parts be removed and submitted to open for approval. Products repaired or replaced within the warranty shall be sent to the **OPEN** retailer. The assembly and basic set-up must be performed by the **OPEN** retailer. Should these preconditions not be adhered to, warranty claims of any kind can be rejected.

9. Crash-replacement

Standard crash replacement offer is a 50% discount of the then-current MSRP (excluding any form of abuse of the policy as determined by **OPEN** at its sole discretion). Actual replacement

cost and condition of the replacement part may vary and is at the sole discretion of **OPEN** and the authorized OPEN retailer.