

# SIMCOE

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## LIMITED WARRANTY

All Simcoe bicycles sold through and assembled by an authorized Simcoe dealer are subject to the following terms, conditions and limitations. Simcoe grants each original retail buyer of a Simcoe bicycle a non-transferable warranty, subject to the following limitations, terms and conditions, stating that this bicycle, when new, is free of defective materials and workmanship.

**Lifetime Summary Coverage** (Subject to limitations, terms and additional conditions as explained below).

All Simcoe alloy and steel frames are warranted for the lifetime of the original retail buyer. If at the time of warranty Simcoe does not have available an equivalent frame, the consumer may be offered a complete bicycle at a discounted price.

- **One (1) Year Summary Coverage** (Subject to limitations, terms and additional conditions as explained below)

All Simcoe forks, parts and components (except "Wear Items" defined as tires, inner tubes, brake pads, cables, cable housing, chain, grips, saddle) are warranted for one (1) year from the date on which the original retail buyer made his or her purchase.

- **Commercial Use Summary Coverage** (Subject to limitations, terms and additional conditions as explained below)

All Simcoe alloy and steel frames used for commercial purposes (rentals, etc.) are warranted for one (1) year from the date on which the original retail buyer made his or her purchase.

All original Simcoe forks, parts and components (except "Wear Items") if used for commercial purposes are covered for thirty (30) days from the date on which the original retail buyer made his or her purchase.

## ASPECTS NOT COVERED BY THIS LIMITED WARRANTY

- Improper assembly
- Improper maintenance
- Normal wear and tear
- 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
- Paint or finish

## ADDITIONAL CONDITIONS

This Limited Warranty is made only to the original owner of this new Simcoe bicycle or frameset purchased from a Simcoe dealer, and it shall remain in force only as long as the original owner retains ownership of the Simcoe bicycle or frameset. This Limited Warranty is not transferable. In order to exercise your rights under this limited warranty, the bicycle or frameset must be presented to a Simcoe dealer, together with a receipt, bill of sale or other appropriate written proof of purchase which identifies the bicycle or frameset by serial number. Should this bicycle or any part of it be determined by Simcoe to be covered by this warranty, it will be repaired or replaced, at the sole option of Simcoe, which will be conclusive and binding. The original owner shall pay all labor charges connected with the repair or replacement of all parts. Claims made outside the USA and Canada may be subject to fees and additional restrictions. This limited warranty does not apply to normal wear and tear or to claimed defects,

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malfunctions or failures that result from abuse, neglect, improper assembly, improper maintenance, alteration, collision, crash or misuse. This bicycle has not been designed, engineered, distributed, manufactured or retailed to be equipped with a motor of any kind, for uses in trick riding, ramp riding, jumping, aggressive riding, riding on severe terrain, riding in severe climates, riding with heavy loads, commercial activities or any similar activities; such uses may damage the bicycle and can cause serious injury to the rider, and in all cases will void this warranty.

## **USEFUL PRODUCT LIFE CYCLE**

Every Simcoe bicycle or frameset has a useful product life cycle. The length of that useful product life cycle will vary with the construction and materials of the bicycle or frameset, the maintenance and care the bicycle or frameset receives over its useful product life cycle, and the type and amount of use the bicycle or frameset is subject to. Uses in competitive events, trick riding, ramp riding, jumping, aggressive riding, riding on severe terrain, riding in severe climates, riding with heavy loads, commercial activities and other types of non-standard use can dramatically shorten the useful product life cycle of a Simcoe bicycle or frameset. Any one or a combination of these conditions may result in an unpredictable failure of a Simcoe bicycle or frameset that would not be covered by this warranty. All Simcoe bicycles or framesets should be periodically checked by a Simcoe dealer for indicators of stress and/or potential failure, including cracks, deformation, corrosion, paint peeling, dents and any other indicators of potential problems, inappropriate use or abuse. These safety checks are very important to help prevent accidents, bodily injury to the rider and shortening of the useful product life cycle of a Simcoe bicycle.

THIS IS AN INTEGRATED AND FINAL STATEMENT OF SIMCOE LIMITED WARRANTY. SIMCOE DOES NOT AUTHORIZE OR ALLOW ANYONE, INCLUDING ITS DEALERS, TO EXTEND ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR SIMCOE BICYCLES. NO OTHER REPRESENTATIONS AND NO STATEMENTS FROM ANYONE BUT SIMCOE, INCLUDING DEMONSTRATIONS OF ANY KIND BY ANYONE, SHALL CREATE ANY WARRANTY REGARDING THIS BICYCLE. ALL OF THE REMEDIES AVAILABLE TO THE ORIGINAL OWNER ARE STATED HEREIN. IT IS AGREED THAT THE LIABILITY OF SIMCOE UNDER THIS LIMITED WARRANTY SHALL BE NO GREATER THAN THE AMOUNT OF THE ORIGINAL RETAIL PURCHASE PRICE, AND IN NO EVENT SHALL SIMCOE BE HELD LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## **DISCLAIMER**

All other remedies, obligations, liabilities, rights and warranties, express or implied, arising from law or otherwise (including but not limited to any claimed implied warranty of merchantability; any claimed implied warranty arising from course of performance, course of dealing or usage of trade; and any claimed implied warranty of fitness), are disclaimed by Simcoe Bicycles and waived by the original owner. Some states, jurisdictions, countries and provinces do not allow some or all of the limitations set for herein, or the exclusion or limitation of incidental or consequential damages. If any provision is found unenforceable, only that provision shall be stricken, and all others shall apply. This limited warranty does provide the original owner with certain legal rights and recourse, and the original owner may possess other rights or recourse, depending on the state, jurisdiction, country or province.