

## **Guarantee terms**

All the electric walking bikes of Walking Bikes B.V. supplied under the brand name Lopifit are subject to our guarantee terms. This specifies how long the guarantee period is and which parts are covered by the guarantee. The general terms and conditions filed with the Chamber of Commerce remain applicable in force.

### **Article 1 Guarantee**

- 1.1 Walking Bike B.V. guarantees that the Lopifits are free of construction and/or material defects, insofar as this is stated in these guarantee provisions.
- 1.2 The guarantee can only be claimed by the first owner of the Lopifit in question.
- 1.3 The guarantee lapses pursuant to that stated in these guarantee terms.
- 1.4 The guarantee is non-transferable.
- 1.5 The guarantee provided by Walking Bike B.V. on the basis of these terms and conditions does not withstand the option to address the seller on the basis of the normal, legal provisions of the Dutch Civil Code.

### **Article 2 Guarantee period**

- 2.1 Lopifit frames are subject to a 2-year guarantee on construction and/or material defects.
- 2.4 Parts that are subject to wear and tear, such as tyres, chains, chain wheels, freewheel, gears, cables and brake pads are not covered by the guarantee, unless it involves a construction and/or material defect.
- 2.5 The battery, engine and all the connected electronic components are subject to a 2-year guarantee.

### **Article 3 Guarantee exclusions**

- 3.1. The guarantee lapses in the following cases:
  - a. Incorrect and/or careless use of the Lopifit and use other than its intended use;
  - b. Technical repairs not have been performed professionally;
  - c. Added parts not complying with the technical specifications of the relevant Lopifit or the incorrect assembly thereof;
  - d. If the proof of ownership, showing that the Lopifit has expertly been assembled and checked prior to having been delivered to the customer, is not present or has not been signed by the seller.

- 3.2. Furthermore, the liability of Walking Bike B.V. is explicitly excluded in damage to (parts of) the Lopifit resulting from:
- a. Incorrect adjustment/tensioning of the handlebar, handlebar stem, treadmill, brakes, quick release levers of the wheels and the chain;
  - b. Late replacement of parts such as brake, brake pads, tyres, chain and gears;
  - c. Late adjustment of the treadmill;
  - d. Climatic influences such as normal weathering of lacquer or chrome rust.

#### **Article 4 Guarantee parts**

- 4.1. During the guarantee period all parts which Walking Bike B.V. has established involve a material and/or construction defect, will be repaired or repaid at the discretion of Walking Bike B.V. The costs of the (dis)assembly are payable by the owner.
- 4.2. In deviation of that stated in the preceding subsection the labour costs in respect of material and/construction defects of frames and front forks will be for the account of Walking Bike B.V. during two years after the date of purchase.
- 4.3. The costs for the transport of the bike and/or parts to and from Walking B.V. are for the account of the owner, unless the relevant part is eligible for guarantee.
- 4.4. If a certain part is eligible for guarantee and the original is no longer available, then Walking Bike B.V. will ensure that a similar or better alternative is provided.

#### **Article 5 Submitting a claim**

- 5.1. Claims under this guarantee must have been purchased - subject to the offer of the bike of the relevant part - for inspection - via the Lopifit dealer where the walking bike was purchased. At the same time, the proof of purchase and the proof ownership supplied with the Lopifit must be submitted to the dealer.
- 5.2. If the owner has moved or the dealer is unavailable, then Walking Bike B.V. will provide the address of the nearest Lopifit dealer.

#### **Article 6 Liability**

- 6.1 A guarantee claim honoured by Walking Bike B.V. does not automatically mean that Walking Bike B.V. also accepts liability for any damages suffered. The liability of Walking Bike B.V. never exceeds that described in these guarantee terms. Each liability of Walking Bike B.V. for consequential damage is explicitly excluded.