

## ROSSIGNOL BICYCLES COMMERCIAL WARRANTY

**⚠ WARNING: the warranties presented herein are applicable exclusively to the consumers, who are natural persons purchasing Products (as defined below) for purposes that do not fall within the scope of their commercial, industrial, artisanal or liberal activity. If you are a professional, please do refer to your commercial agreements or if not, to the ROSSIGNOL's General Condition of sale dedicated to BtoB relationships.**

When you purchase a complete bike, frame, forks frameset or other bicycle's components (together the "**Products**"), bearing the ROSSIGNOL trademark your ROSSIGNOL Product is covered by the legal warranties applicable in your country or by this commercial warranty, whichever is more favorable to you. **This commercial warranty does not apply to Products not bearing the ROSSIGNOL trademark, nor to the Mandate Uno balance bike.** For these Products, the legal warranty applicable in your country or the manufacturer's warranty will apply, whichever is more favorable to you.

We will handle your warranty claim will carry out, free of charge for you, the steps necessary for the application of the legal or commercial warranties offered by our suppliers and to which you are entitled, it being specified that it is always the most advantageous warranty for you that is chosen.

For the application of any warranty (legal or commercial), it will be mandatory to present the proof of the Products' purchase. We remain at your disposal for any question on the legal and commercial warranties applicable, to the addresses communicated in point 5. Procedure below.

This warranty applies only to the original owner and shall not be transferred to subsequent.

Products purchased used, second hand, or received as a gift do not qualify for this warranty.

## 1. LIST AND SUMMARY OF WARRANTIES APPLICABLE ON PRODUCTS

Type of Product	Commercial warranty	Duration of the commercial warranty	Comments
Frame	YES	5 years	If the legal warranty applicable in your country is more favorable to you, the legal warranty applies.
Forks <b>manufactured by ROSSIGNOL</b>	YES	5 years	If the legal warranty applicable in your country is more favorable to you, the legal warranty applies.
front suspension forks, rear shocks, wheelsets, and any other components which are <b>NOT manufactured by ROSSIGNOL*</b>	NO	NOT APPLICABLE	Legal warranty, or commercial warranty <b>of the manufacturer</b> may be applied, <b>whichever is more advantageous for you.*</b>
Framesets <b>manufactured by ROSSIGNOL*</b>	YES	5 years	If the legal warranty applicable in your country is more favorable to you, the legal warranty applies.
Framesets <b>NOT manufactured by ROSSIGNOL*</b>	NO	NOT APPLICABLE	Legal warranty, or commercial warranty <b>of the manufacturer</b> may be applied, <b>whichever is more advantageous for you.*</b>
Electrical component and batteries on E-bikes	NO	NOT APPLICABLE	Legal warranty, or commercial warranty <b>of the manufacturer</b> may be applied, <b>whichever is more advantageous for you.*</b>
consumable items such as tires, tubes, cables, or other consumable which are not listed herein	NO	NOT APPLICABLE	
Mandate Uno	NO	NOT APPLICABLE	Only the legal warranties are applicable for this product.

\*You can find this information directly on the component, where the trademark of the manufacturer will appear, or within the notice of the manufacturer provided to you.

Warranty shall only apply in case of defects which occurred during the aforementioned warranty period and subject to presentation of a valid proof of purchase by the original owner (see applicable procedure here below).

## 2. THIS WARRANTY DOES NOT COVER:

- Any damage resulting from normal wear and tear, including the results of fatigue. It is the owner's responsibility to inspect his or her bicycles before each and every ride and to maintain and repair his/her bicycle, or have it maintained and repaired by a professional, as stated in this owner's manual.
- Any damage, failure or loss caused by abuse, neglect, improper repair, improper maintenance, alteration, modification, failure to follow instructions or warnings in owner's manual, an accident or

other abnormal, excessive, or improper use, including, but not limited to stunt riding, ramp jumping, acrobatics or other similar activities, or in any other manner for which the bicycle was not designed.

- Bicycles or frame kits with a frame serial number that has been removed or is incomplete.
- Any damage, failure or loss caused by a modification of the Product not made by a professional retailer;
- The addition of accessory(ies) whose compatibility with the Products has not been previously and expressly validated by ROSSIGNOL and carried out by a specialized professional;
- Theft or loss,
- Damages caused to the Products by use of solvents and adhesives, or more generally caused by its exposure to corrosive products ;
- Scratching or degradation of the decorative elements (for example the paint) of the Product due to its use.

We remind you that assembly and adjustment of the Product (in particular frameset and component parts) must be completed by a professional mechanic or bicycle retailer who has technical knowledge and the appropriate tools to do so, or by the manufacturer. The non-compliance with this instruction may cancel the warranties.

### **3. USEFUL PRODUCT LIFE CYCLE**

Every ROSSIGNOL frameset has a useful life cycle. This useful life cycle is not the same as the warranty period. This warranty is not meant to suggest or imply that the frame cannot be

broken. Products, and in particular bicycles and/or frames will not last forever.

The length of the useful life cycle will vary depending on the type of frame, riding conditions, and care the bicycles and/or frames receive.

- Competition, jumping, downhill racing, trick riding, trial riding, riding in severe conditions or climates, riding with heavy loads or any other non-standard use can substantially shorten the useful product life cycle of a ROSSIGNOL frameset. Any one or a combination of these conditions may result in an unpredictable failure of a ROSSIGNOL frameset that would not be covered by this warranty.
- All Rossignol framesets should be periodically checked by a professional mechanic or bicycle retailer for indications of potential failures including cracks, corrosion, dents, deformation, paint peeling and any other indications of potential problems, inappropriate use or abuse. These are important safety checks and very important to help prevent accidents, bodily injury to the rider and shortened useful product life cycle of a ROSSIGNOL frameset.

### **4. LIMITATIONS**

Except for an imperative contrary provision resulting from the law applicable in your country, there are no warranties which extend beyond the description of the limited warranty described herein, and any other warranties, expressed or implied, including, but not limited to, any warranties or merchantability and/or fitness for a particular purpose, are expressly excluded by the terms of this limited warranty. To the fullest extent allowed by law, ROSSIGNOL shall in no event be liable for incidental or consequential losses, damages or expenses in connection with its Products. ROSSIGNOL's liability hereunder is expressly limited to the replacement or repair of Products not complying with this warranty at ROSSIGNOL's election.

Some countries do not permit the exclusion or limitation of implied warranties or consequential damages, so the preceding limitations and exclusions may not apply to you.

#### **5. BICYCLE CHECK-UP**

Within thirty (30) days after your frameset is assembled into a bicycle, you may return your ROSSIGNOL bicycle to a professional mechanic or bicycle for a check-up and adjustment.

#### **5. PROCEDURES**

For any claim to be considered, please contact Us at [www.rossignol.com](http://www.rossignol.com).

- For online purchased ROSSIGNOL bicycles please contact us at [www.rossignol.com](http://www.rossignol.com) and we will give you the procedure to be followed. All conditions of warranty procedure are also described in Our e-commerce Terms and Conditions available online at [www.rossignol.com](http://www.rossignol.com).
- Warranty service will be performed by a professional mechanic or bicycle retailer or the manufacturer. Proof of purchase must be provided.
- ROSSIGNOL will have the option of either repair or replace for any defective Product, provided the warranties are applicable according the above chart. In the event ROSSIGNOL elects to replace a defective Product, a new Product of equal or greater value will be provided. The new Product may not be the exact model purchased initially. We remind you that the repair and/or the replacement of a Product may be refused in case that one or more of the causes of exclusion of warranty, as set out under point 2 of this warranty, are established, or in the absence of valid proof of purchase.

If you have any question about legal warranty, which depends on your country, or about commercial warranty, you can contact us at the above address. You also can get more information on our website [www.rossignol.com](http://www.rossignol.com).