

BAUM CYCLES PTY LTD – LIMITED WARRANTY

Baum provides all original retail purchasers of a Baum bicycle with a warranty against defects in construction, materials and components, as stated below:

1. Construction warranty – frame and Baum-manufactured forks

- 1.1 Subject to clause 1.2 below Baum warrants that all bicycle frames and forks manufactured by Baum are free from defects in construction for the lifetime of the original purchaser.
- 1.2 If any frame or fork manufactured by Baum fails to operate correctly under normal use as a consequence of faulty construction (as opposed to faulty materials) and not due to Other Factors, the purchaser may return the product to the place of purchase at the purchaser's expense and Baum will at Baum's election repair the defect in construction or replace the unit free of charge.

2. Materials warranty – frame and Baum-manufactured forks

- 2.1 Subject to clause 2.2 below Baum warrants that all materials used in the construction of frames and forks manufactured by Baum are free from defects:
 - (a) for two years in the case of steel, titanium and carbon-fibre tubes; and
 - (b) for one year in the case of aluminium tubes.
- 2.2 If any frame or fork manufactured by Baum fails to operate correctly under normal use as a consequence of faulty materials (as opposed to faulty construction) within the relevant time period specified in clause 2.1 above and not due to Other Factors, the purchaser may return the product to the place of purchase at the purchaser's expense and Baum will at Baum's election repair the defect in materials or replace the unit free of charge.

3. Paint warranty

- 3.1 Subject to clause 3.2 below Baum warrants that all surface finishes (such as paint, clear-coat and decals) used on frames and forks manufactured by Baum are free from defects for one year from the delivery date.
- 3.2 If any surface finishes on any frame or fork manufactured by Baum fades, cracks or peels under normal use as a result of faulty materials or faulty application within the relevant time period specified in clause 3.1 above and not due to Other Factors, the purchaser may return the product to the place of purchase at the purchaser's expense and Baum will at Baum's election repair the defect or replace the unit free of charge.
- 3.3 If the paint on a frame or fork needs to be removed or is damaged to effect a repair under warranty then Baum will restore the paint affected by the repair (but not the paint on unaffected areas) to its original condition.

3.4 Component warranty

- 3.5 All components used in the construction of a complete Baum bicycle are subject to the terms and conditions of the relevant component manufacturer's warranty.
- 3.6 If any component sold as part of a complete Baum bicycle fails to operate correctly under normal use within the terms and relevant time period specified in the relevant manufacturer's warranty and not due to Other Factors, the purchaser may return the component to the place of purchase at the purchaser's expense and Baum will at Baum's election arrange for a warranty claim to be made to the relevant manufacturer.

4. Claims made outside the scope of the relevant warranty

- 4.1 If during the course of an inspection to assess the validity of a warranty claim, Baum discovers that the damage to the product occurred outside the scope of this warranty, all further work on the product will cease immediately. Baum will assume no further responsibility for any repairs or reassembly of the product to its pre-inspection state. The owner of the product will be charged a service fee for all work done to assess the validity of the warranty claim. No retailer, agent or servant may extend or modify this warranty and Baum expressly makes no other warranty outside of this written warranty.
- 4.2 This warranty is governed by the laws of the State of Victoria, Australia.
- 4.3 This warranty is in addition to other rights and remedies the consumer has under law.
- 4.4 The purchaser's rights under this warranty are not transferrable.

5. Exclusions

- 5.1 The Australian Consumer Law in Schedule 2 of the *Competition and Consumer Act 2010* (Cth) ["ACL"] provides consumers with certain consumer guarantees and rights in relation to certain transactions concerning goods and/or services (see www.consumerlaw.gov.au). Any rights the Customer may have under the ACL shall apply notwithstanding any inconsistent provisions in this warranty document which shall be read down to the extent necessary to comply with the ACL and which shall otherwise apply to the fullest extent legally permissible.
- 5.2 To the extent permitted by the ACL the purchaser agrees:
- (a) to limit any claim to the replacement/repair of the goods (or cost thereof); and
 - (b) that Baum shall not be liable for any consequential loss and/or any special and/or punitive damages through any fault and/or negligence of Baum.
- 5.3 The purchaser acknowledges that prior to accepting delivery of the product the purchaser conducted a thorough examination of same and no warranty, condition, description or representation in relation to the goods is given by Baum or its agents or servants, expressly or impliedly. All warranties, terms and conditions in relation to the state, quality or fitness of the goods and of every

other kind whether implied by use, statute or otherwise is hereby excluded as far as permitted by law.

6. To obtain service under this warranty

6.1 To obtain service under this warranty you must take your damaged product or component to your retailer.

6.2 The retailer will:

- (a) verify that you are the original owner of the product (proof of purchase may be required by either the retailer or by Baum); and
- (b) examine the product or component to determine whether the circumstances of the damage justify a warranty claim.

6.3 In the case of damaged frames, the retailer will contact Baum and obtain a 'Return Authorisation Number' before sending your Baum frame together with the retailer's original invoice and proof of the date of purchase of the product to:

Baum Cycles
Warranty Claims
7 Seabright Street
North Shore, Victoria 3214
Australia
+61 3 5277 1933

6.4 In the case of damaged components, the retailer will contact the local representative of the component's manufacturer.

7. We want you to keep riding

We understand sometimes your bicycle can be severely damaged or lost in an accident or other circumstances beyond your control. If this happens to your Baum bicycle please contact us as we may be able to offer you a discount on a new frame or other products.

8. Interpretation

8.1 In this warranty document:

- (a) "components" means non-Baum manufactured forks, wheels, tyres, handlebars, stems, saddles, seat-posts, crank-sets, bottom brackets, pedals, derailleurs, brakes, gear/brake levers, cassettes, cables, wires, batteries and all other related components;
- (b) "construction" means tube cutting, shaping, butting, welding, polishing, heat treatment and rust-proofing associated with the manufacture of a bicycle frames but does not include attachment or affixing of components to the frame or forks;

- (c) “materials” means tubing consisting of steel, titanium, carbon-fibre or aluminium purchased for the purpose of constructing a bicycle frame of bicycle fork;
- (d) “normal use” means domestic recreational activity and does not include damage incurred by participating in or training for trials riding, stunt riding, ramp riding, acrobatics, commercial use and/or other generally-accepted non-normal usage;
- (e) Other Factors means defects arising from, caused by and/or contributed to by:
 - (i) improper assembly or operation by the original purchaser including but not limited to modification, neglect or inadequate or improper servicing or maintenance;
 - (ii) use for commercial purposes, misuse, abuse or accidents;
 - (iii) frames expressly excluded from the operation of this warranty by Baum as a result of being designed at the purchaser’s request to have a limited lifespan or manufactured with the express objective of achieving the lowest possible frame weight at the expense of other performance characteristics such as durability;
 - (iv) any misuse of the product attributable to lack of skill, competence or experience of the user;
 - (v) accidental damage;
 - (vi) any use or operation of the product outside of the specifications of the bicycle;
 - (vii) fair wear and tear;
 - (viii) transport charges, insurance and costs incurred in returning defective products or parts for repair, including the costs of returning them to the purchaser, which shall be paid by the purchaser; and
 - (ix) damage occurring during shipping of freight of the products (such claims must be presented directly to the carrier).
- (f) Retailer: means Baum Cycles Pty Ltd as trustee for the D & P Baum Family Trust or any authorised representative of Baum.