



Warranty conditions byAr Bicycle Company BV

Datum: 1-11-2021

The bicycles of byAr Bicycle Company are designed and equipped for use on public and paved roads. The bicycle should be checked regularly (at least annually) by the user for the correct functioning of all safety devices and repaired if necessary. byAr Bicycle Company provides a warranty against any material or construction defects on your bicycle. You can only claim under warranty if you have a clearly completed and signed warranty card or the purchase receipt. Only the first owner is entitled to warranty; the warranty is therefore not transferable.

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Article 1 Warranty

1.1 byAr Bicycle Company guarantees that the byAr bicycles are free of construction and/or material defects, as described in our warranty conditions.

1.2 The warranty can only be invoked by the first owner of the bicycle produced by Ar Bicycle Company.

1.3 The warranty expires in accordance with the provisions of articles 3.1 and 5.1.

1.4 The warranty is not transferable.

1.5 The warranty only applies to the bicycle, the warranty conditions of Zehus apply to the warranty of the electronics.

1.6 The warranty provided by byAr Bicycle Company on the basis of these terms and conditions does not affect the possibility to address the seller on the basis of the ordinary legal provisions of the Civil Code.

1.7 This warranty is only valid in the Netherlands, Germany and Belgium.

Article 2 Warranty period

2.1 byAr Bicycle Company frames, front forks, and all other parts, with the exception of the parts mentioned in paragraph 2.4 of this article, are guaranteed for 3 years against construction and/or material defects.

2.2 A warranty of 2 years applies to the paintwork of the frame and fork.

2.3 No warranty is given on parts that are subject to wear, such as tires, cables and brake pads, unless there are construction and/or material faults.

2.4 Repairs performed during the warranty period do not extend the warranty period.

Article 3 Warranty exclusions

3.1. The warranty expires in the following cases:

a. Improper and/or careless use of the bicycle and use that is not in accordance with the normal use of the bicycle.

b. For repairs, non-original parts have been used or if they have been incorrectly mounted.



c. Incorrect technical repairs;

d. Installed replacement parts do not correspond to the technical specification of the bicycle in question or are mounted incorrectly;

e. If proof of ownership is not present.

3.2. Furthermore, liability of byAr Bicycle Company is expressly excluded for damage to (parts of) the bicycle as a result of:

a. Incorrect adjustment/tension of handlebars, stem, saddle, seatpost, hub gear, brakes, quick-release fasteners of the wheels and saddles;

b. Failure to timely replace parts such as brake/gear cables, brake pads, tires;

c. Climatic influences such as normal weathering of paint or chrome rust;

d. Poor maintenance;

e. The bicycle has been damaged by a fall or a traffic accident.

f. The bike has been used for competitions, off-road (unpaved roads, rough terrain), stunts, jumping, sports events or when overloaded.

g. The bike has been used for rental.

Article 4 Warranty parts

4.1. During the warranty period, all parts, of which Byar Bicycle Company has determined that there is a material and/or construction defect, will be repaired or reimbursed at the discretion of ByAr Bicycle Company. Any costs of (dis)assembly are for the account of byAr Bicycle Company during the warranty period.

4.2. Costs of transport of the bicycle and/or parts to and from byAr Bicycle Company are for the account of the owner, unless the relevant defect or the part concerned qualifies for warranty.

4.3 If a certain part qualifies for warranty and the original is no longer available, byAr Bicycle Company will provide a minimum equivalent alternative.

Article 5 Warranty on Zehus BIKE + all in one motor

The Warranty on the Zehus BIKE + all in one motor is 3 years under normal use and service, from the date of purchase, as indicated on your sales receipt or similar proof of payment.

Article 6 Filing a claim

6.1. Claims under this warranty must be submitted for inspection by byAr Bicycle Company, while offering the bicycle or the relevant part.

6.2. To assess the warranty claim, byAr Bicycle Company can request the submitter to send in (digital) photos of the bicycle and / or the relevant part.

Article 7 Liability

7.1 A warranty claim honored by byAr Bicycle Company does not automatically mean that byAr Bicycle Company also accepts liability for any damage suffered. The liability of byAr Bicycle Company never extends further than described in these warranty conditions.

7.2. Any liability of byAr Bicycle Company for consequential damage is expressly excluded. To the extent permitted by law, compensation for physical injury or damage to goods other than (original parts of) the byAr Bicycle Company bicycle is excluded.

7.3. Legal regulations apply to the legal use of your bicycle, which may differ from country to country. Familiarize yourself in advance with the regulations applicable in your country. For more information you can always contact the byAr Bicycle Company.