

BETA BRANDS PTY LTD

Warranty against Defects



Guarantee reference on the box refers to the manufacturer's warranty provided with this product.

In this warranty:

We or **us** means BETA BRANDS PTY LTD ABN 97 653 901 494, and our contact details are set out at the end of this warranty;

You means the purchaser or the original end-user of the Goods;

Supplier means the authorised distributor or retailer of the Goods that sold you the Goods in Australia; and

Goods means the product or equipment which was accompanied by this warranty and purchased in Australia.

If you require assistance with the operation of the product, its features or specifications please contact the **BETA BRANDS Consumer Care Team at support@betabrands.io**.

Our Goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage.

You are also entitled to have the Goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. This is not a complete statement of your legal rights as a consumer.

Limited Warranty

In addition to the rights and remedies that you have under the Australian Consumer Law, or any other applicable law, we provide the following warranty against defects.

- 1 The following limited warranty periods apply to the Goods from the date of purchase from the Supplier (Warranty Period).
 - Front Fork and Frame - 5 years
 - Main Components - 2 years
 - Battery Pack
 - PCM Controller
 - Display & Button
 - Handlebar & Stem
 - Battery Charger
 - Speed Sensor
 - Micro switches within the Brake Levers
 - Alarm System
 - LED Lights
 - Paint - 1 year
- 2 We do not have to repair or replace the Goods under this Limited Warranty if the Goods have been used for a commercial purpose; misused, improperly or inappropriately installed, operated or repaired; abused; damaged; or not maintained in accordance with the manufacturer's instructions.

- 3 Exclusions to the warranty terms are:
- Normal wear and tear parts which are defined as inner tubes, tires, disc rotors, brake pads, brake & shift levers, chain drive system, wires and cables, kickstand, bell, grips, foot pedals, the alignment of the wheels, upper & lower tube covers, seat tube covers, and bearings such as the steering head.
 - Improper assembly or not following the manufacturer's assembly instructions.
 - Improper use of the product (for example using it in extreme mountain bike terrain).
 - Corrosion after the one (1) year warranty period.
 - 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, neglect, or commercial use.
 - Labor charges for part replacement or changeover.
 - Any claims made by someone other than the original owner. Subsequent owners are not protected under warranty.
 - In the event that maintenance does not comply with the manufacturer recommendations, the warranty shall not cover faults linked to mistreatment. Periodic maintenance must also be carried out in order for the warranty to apply.
- 4 Even when we do not have to repair or replace the Goods, we may decide to do so anyway. In some cases, we may decide to substitute the Goods with a similar alternative product of our choosing. All such decisions are at our absolute discretion.
- 5 All such repaired, replaced or substituted Goods continue to receive the benefit of this Limited Warranty for the time remaining on the original Warranty Period.
- 6 This Limited Warranty is limited to repair, replacement or substitution only. As far as the law permits, we will not be liable for any loss or damage caused to property or persons arising from any cause whatsoever.
- 7 In order to claim under this Limited Warranty, you must telephone us on 03 9088 0824 in Australia within the Warranty Period. You will be asked for details of the Goods, a description of the defect and your personal details. Upon accepting your claim, we shall assist you with returning the Goods to our Consumer Care Center for your Goods to be repaired. In some cases we may require that you return the Goods to us (at the address below) for assessment, repair, replacement or substitution. In these cases you will be issued a Beta Brands return number.
** All returned Goods must be accompanied by a valid return number. Items that do not have a valid return number will not be accepted for delivery and returned to sender.*
- 8 This warranty is only valid and enforceable in Australia and New Zealand.

Contact us or the place of purchase for further details:

BETA BRANDS PTY LTD
LEVEL 3, 162 COLLINS STREET
Melbourne VIC 3000 Australia

Consumer Care: support@betabrands.io
Website: www.betabrands.io/support/bird