



ANNEX A – WARRANTY CONDITIONS

1. Terms of warranty

- 1.1 ALPEK S.r.l. (“**ALPEK**”) guarantees the absence of defects or malfunctions of the products sold to purchaser (“**Purchaser**”) and listed in the Order signed by the Purchaser (“**Product(s)**”), for a period of 12 (twelve) months from the date of delivery of the Product (“**Warranty Period**”) or for a period of 24 (twenty-four) months from the date of delivery if the Purchaser is a consumer pursuant to art. 3 of D. LGS. 205/2005, the so called Codice del Consumo (“**Consumer**”).
- 1.2 Without prejudice to the above, in case of used and/or resold Products, the Warranty Period will be in any case reduced to 12 (twelve) months from the delivery date.
- 1.3 If the conditions exist and subject to a complaint by the Purchaser pursuant to the following art. 3, ALPEK undertakes to remove the defects or malfunctions of the Product for the entire Warranty Period. To enjoy the Warranty service, the Purchaser must keep the invoice.
- 1.4 Product malfunction means a defect which has occurred despite that ordinary precautions have been observed, and the Product has been used for the purpose for which it was built and the Purchaser has complied with the use of the Product according to the provisions of the relevant User Manual.
- 1.5 The Warranty is effective from the date of delivery of the Product to the Purchaser and expires on the 365th day following that date (or 730th day in case of the Consumer). Delivery date (“**Delivery**”) means the date on which the Product(s) is/are collected by the Purchaser at the ALPEK headquarters in Bosconero, Via Torino n. 56 pursuant to art. 3 of the General Conditions of Sale.
- 1.6 For Products that have required an intervention under Warranty (with the express exclusion of the battery and the charger) and only on the components replaced during this intervention, ALPEK guarantees an extension of the Warranty Period equal to 6 (six) months with respect to the expiry of the Warranty of the main good (e-bike).

2. Estensione della Garanzia

- 2.1 For the duration of the Warranty Period, ALPEK guarantees the absence of conformity defects in ALPEK branded components or those manufactured by others. Except for the above and, in particular, without prejudice to the ordinary duration of the Warranty Period, ALPEK guarantees the absence of faults or operating defects for a period of 24 (twenty-four) months for the components indicated below:
 - Frame
 - Electric components (with the express exclusion of the battery and the charger)
 - Wheels
 - Handlebar
 - Stem
 - Fixed seat post
 - ALPEK suspensions
- 2.2 The Warranty on these components can be enforced by the Purchaser only if the defective components are original and have not been modified or tampered or repaired by unauthorized parties. The Warranty applies only if the Product is used correctly in compliance with the provisions of the User Manual and the technical documentation delivered together with the Product.
- 2.3 If the faults or defects have been reported within the terms indicated in the following art. 3 and are manifested within the Warranty Period, ALPEK undertakes to replace or repair them at its plant or to direct the Purchaser to the authorized support center.
- 2.4 The Warranty on the battery and the charger lasts for 12 (twelve) months from the date of delivery of the Product to the Purchaser, even if the Purchaser is a Consumer.



3. Reporting of defects

3.1 The Purchaser is required to assert the guarantee for defects or malfunctions of the Product by notifying ALPEK in writing, via PEC to the address info@pec.alpek.it or by registered letter with acknowledgement of receipt to be sent to the registered office of ALPEK:

- For the Purchaser, within 8 (eight) days from delivery for obvious defects and/or lack of conformity or within 8 (eight) days from discovery for reporting hidden defects
- For the Consumer, within 2 (two) months from delivery for manifest defects and/or within 2 (two) months from discovery for reporting hidden defects

3.2 In any case, the notification of defects must take place within the terms of the Warranty Period.

3.3 If the goods are damaged upon delivery, the Purchaser must accept the package with reserve or refuse delivery. In any case, he will be required to document the extent of the damages and to send the collected material to the e-mail info@alpekbike.it indicating the shipment data and telephone number no later than the terms indicated in art. 3.1. After this period, ALPEK will not be liable for any defect recognizable at the time of delivery.

3.4 In the absence of formal communication in compliance with the formalities described above, it will not be possible to proceed with the activation of the warranty.

4. Technical procedure for the provision of the Warranty

4.1 For the elimination of defects, the Purchaser must exclusively contact the authorized center. The Warranty or refund of expenses is expressly excluded if the Purchaser has gone to a non-affiliated workshop or has personally carried out the repair or in case of replacement of defective components with non-original ones.

4.2 In any case, the Purchaser must:

- a. Show the Warranty Certificate and/or the Purchase Invoice showing the validity of the Warranty Period;
- b. Refrain from carrying out unauthorized interventions or manipulations and follow the instructions of ALPEK.

4.3 In the absence of an authorized center or due to the need to carry out the technical checks directly at ALPEK headquarters, the Purchaser must send the Product to ALPEK operational headquarters located in Bosconero, Via Torino n. 56. The shipment is entirely at Purchaser expenses and ALPEK is not liable for loss or damages for any reason occurred during the shipment under Warranty. The Product must be returned in the original packaging, complete in all its parts (including packing and any documentation and accessory equipment: manuals, cables, etc...).

4.4 After delivery, ALPEK will proceed with the technical verification of the Product or the individual components deemed defective. If the Product is functional, the Purchaser will be charged for the verification costs and any additional shipping costs. If the Product is tampered or used incorrectly or damaged, the Purchaser will be informed about the cost of repair, if possible, and of the shipping cost for re-delivery.

4.5 If ALPEK deems that the faults or defects reported fall within the Warranty, ALPEK will arrange for the repair or replacement of the Product or of the defective parts. In this case, ALPEK will return the repaired or replaced goods to the Purchaser at its own expenses.

4.6 The times for repair or replacement will be at the discretion of ALPEK and no damages can be claimed for any delays. In any case, the delivery for the return of the Product following the activation of the Warranty will take place EXW (Incoterms 2020) at the ALPEK headquarters.

4.7 If the repair or replacement of the Product is impossible or excessively expensive, ALPEK will alternatively grant the reduction of the price or the full refund in case of termination of the contract. In this case the sums will be re-credited through the payment method used for the original purchase.



5. Crash Replacement Warranty

5.1 In case of breakage occurring within the period of 2 (two) years from the date of purchase shown on the invoice, ALPEK, reserving any further faculty regarding the assessment of the damages and causes that determined its origin, will replace the frame of the Products under the following conditions:

- a. The Product must have been used in compliance with the field of use and within the weight and effort limits expressly indicated in this manual, and used by a rider with a maximum weight of 120 kg including clothing and carried load, excluding the bicycle;
- b. The misuse requirement excludes Crash Replacement for failures caused by jump landing impact.

5.2 The Crash Replacement guarantees a single replacement of only the ALPEK frame with a second one of equal value and quality and can be used by the first owner of the Product.

5.3 The Crash Replacement Warranty must therefore be excluded in case of:

- a. Transfer of the Product to others, which must therefore be understood in all respects as a used Products;
- b. Damage that ALPEK deems caused willfully;
- c. Exclusively aesthetic damages that does not compromise the functionality of the Product;
- d. The Product has not been used within the scope or in any case within the limits of the design as described in the User Manual.
- e. Whenever the actual state of the Product does not correspond to the description of the damages and/or the type of damages believed to have been suffered.

5.4 The costs for disassembling and setting up the new frame delivered to replace the previous substituted are expressly excluded from the Crash Replacement and will remain the responsibility of the Purchaser.

5.5 The Crash Replacement Warranty must be activated according to the formalities set out in articles 3 and 4.

6. Exclusion of the Warranty

6.1 The Warranty is excluded for:

- Faults or damages deriving from incorrect or unsuitable applications for the Product;
- Damages deriving from any Danni derivanti dall'eventuale modifica o sostituzione di parti del Prodotto non autorizzata da ALPEK;
- Damages deriving from competitive activities, for commercial purpose, rental and/or repurchase from test/rental.

6.2 The Warranty also does not cover damages caused by:

- Incorrect, abnormal or immoderate use;
- Improper, incorrect or faulty maintenance or maintenance performed by not specialized workshop;
- Use of the Product with other components different from originally installed.

6.3 In any case the replacement or repair of the components listed below, subject to ordinary wear and tear due to use, is excluded from the Warranty:

- Tires;
- Brake pads;
- Both front and rear rotor;
- All transmission components;
- Grips;
- Threads of the crank arms;
- Pedals.

ALPEK S.R.L.

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6.4 For the components listed below, when affected by manufacturing defects, the Purchaser is required to contact directly the component manufacturer as indicated in the Product User Manual:

- Magura brake system, X-Fusion forks and shock-absorber: support center www.bps-italy.it;
- SRAM brake system, RockShox forks and shock-absorber: support center www.beltramitsa.it/service-center.html;
- Clarks brake system: support center www.roadrun.bike;
- Shimano shifter: support center www.shimanoservicecenter.com/it/;
- Vittoria tires: support center www.vittoria.com;
- Hayes brake system, Manitou forks and shock-absorber: support center info@amgsrl.com.

7. Jurisdiction

7.1 Any disputes that may arise in relation to the validity, interpretation, execution or termination of these Warranty Conditions will be at exclusively jurisdiction of Foro di Torino (Court of Turin).