

Article 1 - Warranty

- 1.1 Nazca Ligfietsen VOF, hereinafter referred to as Nazca, warrants that the recumbent bicycles supplied by Nazca are free of construction and/or material defects and/or corrosion, for as far as it is provided in this warranty.
- 1.2 The Warranty can only be invoked by the first owner of the concerning Nazca recumbent.
- 1.3 The Warranty expires in accordance with that which has been determined Articles 3.1 and 5.1.
- 1.4 This Warranty is not transferable.
- 1.5 The Warranty provided by Nazca under these conditions does not affect the possibility to claim vendor under the normal legal provisions of the Civil Code.

Article 2 - Warranty Period

- 2.1 Nazca frames and unsprung front forks are warranted for 5 years on construction and/or material defects.
- 2.2 For suspension forks, shock absorbers and all other components, except the parts mentioned in section 2.4 of this Article, the same warranty applies for a period of 2 years.
- 2.3 For the paintwork of the frame and front fork a warranty of two years applies for corrosion from inside out.
- 2.4 Parts that are subject to wear, such as tires, chain, chain rings, freewheel, rear gears, bearings, cables and brake blocks are excluded from warranty, unless there are construction and/or material defects.
- 2.5 If maintained in accordance with the maintenance instructions, a warranty of 3 years applies for corrosion to other paintwork and chrome components.

Article 3 - Warranty Exclusions

- 3.1 The following cases will void the warranty:
  - a. Incorrect and/or careless use of the bicycle which is not according to its purpose;
  - b. The bicycle is not properly maintained;
  - c. Technical repairs are not done in a professional manner;
  - d. Parts assembled afterwards do not match the technical specifications of the bicycle or have been improperly installed;
  - e. If proof of ownership, stating that the bicycle is professionally assembled and checked before it was delivered to the customer, is not present or not signed by the seller.
- 3.2 Furthermore liability whatsoever to Nazca is also expressly denied for damage to (parts of) the bicycle due to:
  - a. Incorrect adjustment/tightening of the steering, seat, crankshaft tube, gear change, brakes, speed shutter of wheels and seat;
  - b. Not replacing components subject to wear on time such as brake and derailleur cables, brake pads, tires, chain and sprockets, bearings.
  - c. Climatic influences such as normal weathering of paint or chrome rust.

Article 4 - Warranty Parts

- 4.1 During the warranty period, all components of which Nazca determined that there is a material and/or construction defect, will either be repaired or replaced by choice of Nazca. Any costs of disassembly and reassembly will not be for the account of Nazca.
- 4.2 Cost of transportation of the bicycle and/or components to Nazca or to the dealer are for the account of the owner. Shipment to the dealer of parts that qualify as subject to warranty are for the account of Nazca.
- 4.3 If a particular component is eligible for warranty and the original is no longer available, then Nazca will provide at least an equivalent alternative.

Article 5 - Submitting a Claim

- 5.1 Claims under this warranty should be submitted through the Nazca dealer where the bicycle was purchased, and includes that the bicycle or concerning part is offered for inspection. At the same time, the proof of purchase and the proof of ownership of the bicycle should be handed over to the dealer.
- 5.2 If the owner has moved or the dealer is no longer available, Nazca will provide the details of the nearest Nazca dealer.

Article 6 - Liability

- 6.1 A warranty claim accepted by Nazca does not mean that Nazca also automatically accepts liability for any damage sustained. The liability of Nazca never extends further than is stated in this Warranty. Any liability of Nazca for consequential damage is expressly excluded. The terms of this provision shall not apply if and insofar as it is the result of a compulsory statutory provision.