

Witter Towbar Systems – Warranty information ZX500 Range of Cycle Carriers.

WITTER THREE (3) YEAR LIMITED MANUFACTURER WARRANTY (“Limited Warranty”)

This Limited Warranty is provided by CP Witter Ltd, trading as Witter Towbar Systems ("Witter Towbar Systems"), as manufacturer of the ZX500 range Bicycle Carrier system ("Carrying System").

THIS LIMITED WARRANTY IS IN ADDITION TO, AND DOES NOT AFFECT, THE LEGAL RIGHTS THAT YOU WILL HAVE AGAINST THE PERSON WHO SOLD YOU THE CARRYING SYSTEM, WHICH INCLUDES CERTAIN LEGAL RIGHTS IN CONNECTION WITH DEFECTIVE PRODUCTS AND/OR PRODUCTS NOT PROVIDED IN ACCORDANCE WITH YOUR CONTRACT WITH THAT PERSON.

3 Year Warranty

What this Limited Warranty covers

This Limited Warranty only applies to customers purchasing the Carrying System for private and domestic use, and only to those customers purchasing the Carrying System in the UK.

Witter Towbar Systems warrants that the Carrying System will be free from defects in materials and workmanship under normal use (and subject to the remaining terms of this warranty document) for a period of three (3) years starting from the date of retail purchase by the original purchaser ("Warranty Period").

This Limited Warranty will not apply where you have failed to follow the instructions relating to the Carrying System's use, as described in the document entitled "General or Specific Fitting Instructions and Use & Care Instructions" enclosed with the Carrying System (together the "Product Information Materials"). Further copies the Product Information Materials, along with further product information can be found on the product areas of our website, at www.witter-towbars.co.uk.

If a defect appears in the Carrying System before the end of the Warranty Period, and provided you follow the instructions for returning the Carrying System set out below, we will, at our option either:

1. Repair the Carrying System, or the defective component of the Carrying System (using either new or refurbished parts) free of charge; or
2. Replace the Carrying System, or the defective component of the Carrying System, with an identical product or a product comparable in quality and value; or
3. Refund the original purchase price of the Carrying System.

Where we decide to give you a refund, it will not include any of your original postage or packaging costs.

A repaired or replacement Carrying System will benefit from the same Limited Warranty for the remainder of the Warranty Period.

For the purposes of any remedy offered above, you acknowledge that during the Warranty Period, Witter Towbar Systems may change the design, specifications or composition of the Carrying System, and any repair or replacement of the Carrying System may be affected by such changes.

What the Limited Warranty does not cover

This Limited Warranty does not cover damage to expendable parts or accessories and it will not cover cosmetic damage due to fair wear and tear, degradation or consumption, including, but not limited to scratches and dents.

The Limited Warranty will not apply where:

1. The Carrying System has been modified or repaired by someone other than Witter Towbar Systems or a Witter ZX500 dealer under the guidance of Witter Towbar Systems
2. Witter Towbar Systems cannot, acting reasonably, establish any fault in the Carrying System after conducting appropriate testing.
3. The Carrying System has been used other than for the purpose for which it was designed.
4. The Carrying System has been subject to abnormal conditions, including temperature, water, humidity, pressure, stress or similar. Details about "normal" conditions will be detailed in the Product Information Materials.
5. The purchaser has used or fitted to the Carrying System non-ZX500 parts and accessories.
6. The purchaser has failed to properly secure its cargo. Further details are set out in the Product Information Materials.
7. The defect in the Carrying System has arisen due to abuse, misuse, neglect or accident.
8. The defect in the Carrying System has arisen due to the unlawful or unusual operation of the vehicle to which it is fitted.
9. The defect in the Carrying System has arisen due to the purchaser's failure to properly assemble, install, fit, maintain or use the Carrying System in accordance with the specifications and instructions provided by Witter Towbar Systems;
10. The defect in the Carrying System has arisen due to excessive forces caused by incorrect loading or inappropriate cargo;
11. The defect in the Carrying System has arisen due to the overloading of the Carrying System beyond its specified or recommended capacities.
12. Witter Towbars does not offer warranty against theft. The locks on Witter cycle carriers are designed to deter vandalism and theft only.

How to make a claim under the Limited Warranty

You should retain a copy of your proof of purchase to make it easier for us to process any claim you may make under this Limited Warranty.

Purchases from an Independent Retailer

If you have purchased your Carrier System from an independent retailer you will need to follow the process set out below to make a claim under this Limited Warranty.

1. [If a fault covered by this Limited Warranty occurs ("Warranty Claim"), you must first contact the original ZX500 dealer, i.e. the place that you purchased the Carrying System, unless that dealer is no longer trading, in which case, please contact us on sales@witter-towbars.co.uk.
2. Any Warranty Claim must be accompanied by proof of purchase and full details of the alleged defect, including details of the usage prior to, and at the time that the

defect occurred. The original retailer will be able to support you in putting together your Warranty Claim.

3. The Carrying Systems must be made available for inspection by Witter Towbar Systems for any claim to be considered, however, please do not send the Carrying System to us until you have received a "Returns Number" from either Witter Towbar, or the original retailer – this reference must be clearly identified on the outside of any packaging and on the returned item itself. You will be given a Returns Number within 14 days of requesting one either from your retailer or from us.
4. The cost of delivery of the Carrying System to and from Witter Towbar Systems or the Witter ZX500 dealer for the purpose of inspection is the responsibility of the purchaser. In the case of a successful claim, Witter Towbar Systems may, at its sole discretion, offer to reimburse any reasonable postage/shipping costs associated with the claim process only.]

Our Liability to You

This Limited Warranty gives you specific legal rights against Witter Towbar Systems, but nothing in this Limited Warranty seeks to override any additional rights you may have in your country against Witter Towbar Systems as manufacturer or the person from whom you purchased the Carrying System.

We will be liable to you for all losses you suffer which were foreseeable consequences of our failure to comply with the terms of this Limited Warranty, but in no event will we be liable to you for any losses that you suffer as a result of our failure to comply with this Limited Warranty that fall into the following categories:

1. loss of use
2. loss of turnover
3. loss of profits
4. loss of business or goodwill
5. loss of opportunity
6. loss of reputation

However, nothing in this Limited Warranty will look to prevent you bringing a claim against us for foreseeable loss of, or damage to, your physical property caused by a defective Carrying System. In addition, nothing in this Limited Warranty excludes or limits in any way our liability for:

1. death or personal injury claims caused by our negligence
2. fraud or fraudulent misrepresentation
3. any breach of the obligations implied by law regarding the passing of good title to the Carrying System
4. For any other matter for which it would be illegal or unlawful for us to exclude or attempt to exclude.

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