

ENIGMA TITANIUM LTD - WARRANTY AND LIFETIME LOYALTY SCHEME

Warranty

1. We provide one or more of the following warranties to the original purchaser of our products:-
 - (a) **titanium road bicycle frames** - on delivery and for a period of 10 years from delivery, the titanium frame shall be free from material defects, but the warranty period for any carbon content of such frames is limited to 5 years;
 - (b) **steel road bicycle frames**(excluding stainless steel) - on delivery and for a period of 10 years from delivery, the steel frame shall be free from material defects, but the warranty period for any carbon content of such frames is limited to 5 years;
 - (c) **stainless steel road bicycle frames** - on delivery and for a period of 5 years from delivery, the stainless steel frame shall be free from material defects;
 - (d) **all "off road" bicycle frames** (including mountain bike, cyclocross and gravel models) – on delivery and for a period of 3 years from delivery, the frame shall be free from material defects;
 - (e) **all modified frames** (including groupset conversions, internal cable routing and other adaptations - on delivery of the modified frame and for a period of 3 years from delivery, the modified frame shall be free from material defects;
 - (f) **other products we manufacture** - on delivery and for a period of 12 months from delivery, the products shall be free from material defects; and/or
 - (g) **product finishes which we have applied to bicycle frames** (including paint and decals) - on delivery and for a period of 12 months from delivery, the product finishes shall be free from material defects.All the above warranties are subject to the exclusions and conditions set out in the rest of this Warranty section.
2. You may not make a claim under a warranty relating to any defect in a product arising from: (a) fair wear and tear, or any damage arising out of the product's normal use; (b) wilful damage, neglect, abnormal storage or working conditions, accident, negligence by you or by any third party; (c) corrosion or damage caused by corrosion; (d) lack of maintenance or failure to comply with paragraph 6 of this Warranty section; (e) if you fail to operate or use the product in accordance with its instructions; (f) any alteration or repair by you or by a third party who is not one of our authorised repairers; (g) any specification provided by you; or (h) damage arising from extreme use including stunt riding, jumping or any similar activity.
3. If you wish to make a warranty claim, you:
 - (a) must provide evidence that: (i) you have made your purchase directly from us or a third party dealer or distributor approved by us; and (ii) you have successfully completed the warranty registration card came with relevant product;
 - (b) shall be responsible for any labour costs incurred under the warranty and the costs of delivering and collecting the product to and from our premises;
 - (c) must keep the service book up-to-date, accurate and complete, otherwise the warranty may be deemed void; and
 - (d) must contact your nearest Enigma authorised dealer, or alternatively, contact us directly as soon as you think you have a warranty claim.
4. Our liability under our warranty is expressly limited to the repair or replacement of the defective product manufactured by us. There is no cash alternative.
5. We source high quality tubing for use in all our bicycle frames. However, no tubing will last forever. Varying levels of use will affect the lifespan of tubing. In every case, we will make a fair assessment of the overall level of wear of the affected frame based on the expert knowledge of our workshop team. Following this fair assessment, we will advise you if the warranty applies and, if not, of any charges we will make for a repair (before undertaking that repair).

6. All our framesets should be periodically checked by us or one of our authorised dealers for indications of potential failures including cracks, corrosion, dents, deformation, paint peeling and any other indications of potential problems, inappropriate use or abuse. These are important safety checks and very important to help prevent accidents, bodily injury to the rider and shortened useful product life cycle of a frameset.
7. For those products, parts and components not manufactured by us that come with a manufacturer's guarantee, please refer to the manufacturer's guarantee provided with the relevant products.

Lifetime Loyalty Scheme

1. For any damage or failure not covered by a warranty, we offer a loyalty scheme for the "lifetime" of those bicycle frames and/or forks purchased at full price (**Lifetime Loyalty Scheme**). Under the Lifetime Loyalty Scheme we will, provided you return the damaged or failed item to us, sell you:
 - (a) a replacement bicycle frame and/or fork to the same specification as the damaged or failed frame and/or fork for an amount equal to 60% of the current listed retail price for that frame and/or fork; or
 - (b) if we no longer manufacture that frame and/or fork, the nearest equivalent bicycle frame and/or fork for an amount equal to 60% of the current listed retail price for that nearest equivalent frame and/or fork.
2. All purchase prices under the Lifetime Loyalty Scheme exclude:
 - (a) damage to paint finishes on bicycle frames and/or forks;
 - (b) costs for replacement of ancillary parts;
 - (c) delivery costs, import duties and taxes;
 - (d) labour and any other costs incurred in relation to the replacement; and
 - (e) any VAT on the above.We will charge you for these costs in addition to the purchase price you pay under the Lifetime Loyalty Scheme.
3. You are only entitled to one replacement frame and/or forks under the Lifetime Loyalty Scheme, and the Lifetime Loyalty Scheme shall not apply to a replacement frame and/or forks provided under it. In other words, once you have made a claim, the Lifetime Loyalty Scheme shall expire.
4. bicycle frames and/or forks bought in our sale or at a discount are excluded from the Lifetime Loyalty Scheme.
5. If you wish to make a claim under the Lifetime Loyalty Scheme, please contact us directly..

Transferring a Warranty or Lifetime Loyalty Scheme

You may only transfer your rights or your obligations under a warranty or Lifetime Loyalty Scheme to another person if we agree in writing. However if you have purchased a product as a gift, you may transfer the benefit of our warranty (including the Lifetime Loyalty Scheme) to the recipient of the gift by writing to us within one month of purchase providing the name and address of the recipient of the gift.

How to contact us.

You can contact us: by writing to Enigma Titanium Ltd (Warranty/Lifetime Loyalty), Unit 13 Apex Park, Diplocks Way, Hailsham, East Sussex, BN27 3JU; by telephoning us on 01323 845849; or, by emailing us at info@enigmabikes.com.

Your Legal Rights

The product warranty and Lifetime Loyalty Scheme do not affect your legal rights in relation to products that are faulty or not as described.

**Enigma Titanium Ltd
November 2016**