

FX BICYCLE CARRIER SYSTEM ONE YEAR WARRANTY

TriMas Corporation Pty Ltd trading as Cequent ("Cequent") provides the following warranty in relation to the FX Bicycle Carrier system ("Carrying System"):

For safety and use instructions, please refer to any General or Specific Fitting Instructions and Use & Care Instructions enclosed with the Carrying System.

One Year Warranty

Cequent warrants that, subject to the exclusions and limitations below, the Carrying System will be free from defects in materials and workmanship for the duration of the one year warranty period.

The warranty period commences on the date of sale by the authorised FX stockist to the original purchaser. The One Year Warranty applies only while the Carrying System is owned by the original purchaser or the recipient of a new Carrying System (in the case of acquisition as a gift or promotion).

If a defect appears in the Carrying System before the end of the warranty period and Cequent finds the Carrying System to be defective in materials or workmanship, Cequent will, in its sole discretion:

1. repair the Carrying System or the defective component of the Carrying System free of charge;
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 purchase price of the Carrying System to the original purchaser.

Cequent reserves the right to change the design, specifications or composition of the Carrying System without notice and without liability.

Warranty claims

1. If a fault covered by warranty occurs, the purchaser must first contact Cequent or an authorised FX stockist.
2. Any warranty claim must be accompanied by proof of purchase and details of the alleged defect.
3. The cost of delivery of the Carrying System to and from Cequent or the authorised FX stockist for the purpose of inspection is the responsibility of the purchaser.
4. This warranty is limited to defects in the materials or workmanship of the Carrying System and does not cover expendable parts and accessories. This warranty does not cover the repair or replacement of the Carrying System, parts or accessories due to normal wear and tear, degradation or consumption.

Exclusions

The One Year Warranty will not apply where:

- (a) the Carrying System has been on-sold or assigned by the original purchaser;
- (b) the Carrying System has been modified or repaired by someone other than Cequent or an authorised FX stockist;
- (c) Cequent cannot establish any fault in the Carrying System after testing;
- (d) the Carrying System has been used other than for the purpose for which it was designed;
- (e) the Carrying System has been subject to abnormal conditions, including temperature, water, humidity, pressure, stress or similar;
- (f) the purchaser has used or fitted to the Carrying System non-FX parts and accessories;
- (g) the purchaser has failed to properly secure its cargo;
- (h) the defect in the Carrying System has arisen due to abuse, misuse, neglect or accident;
- (i) the defect in the Carrying System has arisen due to the unlawful or unusual operation of the vehicle to which it is fitted;
- (j) 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 Cequent;
- (k) the defect in the Carrying System has arisen due to excessive wind loading caused by incorrect loading or inappropriate cargo;
- (l) the defect in the Carrying System has arisen due to the overloading of the Carrying System beyond its specified or recommended capacities.

Limitations

Cequent makes no warranties or representations other than set out here. This One Year Warranty is subject to and the exclusions apply to the extent permitted by State and Federal legislation.

The repair or replacement of the Carrying System, or part of it, or a refund of the purchase price of the Carrying System is the absolute limit of Cequent's liability. Cequent is not otherwise liable for or in connection with the assembly, manufacture, design, supply or use of the Carrying System, or the description, quality, condition, performance, merchantability or fitness for purpose of the Carrying System.

Cequent will not be liable to the purchaser or any other person for any consequential, incidental, direct or indirect loss, damage or costs incurred or suffered by the purchaser or any other person, including but not limited to damage to persons or property, damage to a third party or user's vehicle or property, loss of turnover, loss of profits, loss of business or goodwill.



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