

## GUIDELINE WARRANTY / SCOTT GUARANTEE



### Warranty

### SCOTT Guarantee

- Warranty only for the product itself
- Concerns particular contractual relationship (end consumer – dealer, dealer - distributor)
- Prescription: 2 years as of date of sale<sup>1</sup>
- End consumer can choose between repair/replacement. If not feasible reduction/reversed transaction.<sup>2</sup>
- Defect has to be notified at the time of defect's detection<sup>3</sup>
- In EU: Change of burden of proof within 6 months, i.e. dealer has to prove that the defect did not exist at the time of delivery<sup>4</sup>

- Warranty only for the product itself
- Concerns relationship end consumer - producer
- 5 years on frames, 2 years on forks (for manufacturing/material defects) as of date of sale
- Yearly maintenance necessary! In case no maintenance was conducted the warranty will last only 3 years for frames
- Gambler, Voltage Fr, Volt-X: Only 2 years
- Only for original purchaser
- Only for purchase of completely assembled bikes => No warranty for online sales
- Repair/Replacement according to SCOTT's discretion

### Product Liability

Physical injury and/or damages to another item than the sold product -> Legal Department!

### FAQ

The replacement part has a different colour than the original part. Does the customer have to accept this? *No, but if he insists on a reversed transaction it is possible to ask him for compensation for use.*

How long is the (new) warranty for repaired/replaced products? *Warranty period gets prolonged for the time the repair/replacement lasted in Belgium, Bulgaria, Ireland, Italy, Latvia, Luxemburg, Netherlands, Norway, Romania and Spain (only for repairs); new warranty period in Austria, Estonia, Greece, Denmark, Portugal, Poland, Slovenia, Germany, Switzerland and Spain (only for replacements); not regulated in Sweden and France.*

Due to a justified warranty the fork of a customer has to be replaced. In order to do this, other (non-defective) parts have to be replaced as well. Does the customer have to pay for the replacement of these non-defective parts? *No.*

How long does the SCOTT Guarantee last for already repaired/replaced products? *For the remainder of the original SCOTT Guarantee period.*

A customer bought a SCOTT bike. Just after delivery he noticed cracks in the frame but notified nothing. One year after purchase the frame broke at this location due to a material defect. Is he entitled to claim anything? *Depends on whether and which notice of defect is legally required in this country - see below footnote 3.*

### Legal territorial differences

<sup>1</sup> 3 years in Sweden; 5 years in Norway and Scotland; 6 years in Ireland, England, Wales and Northern Ireland; no limit in the Netherlands (depends on average life span of product).

<sup>2</sup> End consumers can always choose between all four rights in Greece, Portugal, Slovenia and Switzerland.

<sup>3</sup> At least 2 months after discovery of the fault in Bulgaria, Estonia, Italy, Latvia, Poland, Portugal, Romania, Slovenia and Spain; within a reasonable time period in Austria, Belgium, Czech Republic, Greece, Ireland, Luxemburg, Netherlands, Norway, Sweden and the UK; immediately in Switzerland; no deadline in France and Germany.

<sup>4</sup> 1 year in Poland; 2 years in Portugal and France.