

Warranty

Malvern Star Warranty

CONSUMER GUARANTEES UNDER THE AUSTRALIAN CONSUMER LAW

Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

MALVERN STAR* DEFECTS WARRANTY Ref F(YEAR)/MALVERN STAR

Separately from the Consumer Guarantees, Sheppard Industries warrants to the original purchaser (the "Purchaser") of a Malvern Star brand bicycle that this bicycle and certain identified parts of it when used for normal riding purposes is free from defects in workmanship and materials for the relevant periods nominated below. This documents sets out the terms of this defects warranty and does not affect or limit any rights under the Consumer Guarantees. The benefits to the consumer given by this warranty are in addition to other rights and remedies of the consumer under the Australian Consumer Law.

The Purchaser's attention is drawn to the following:

1. this bicycle is only designed and intended for the purpose of normal riding and is specifically not designed or intended for any other uses including jumping, stunt riding, participation in "Motocross" bicycle riding, Mountain Bicycle Racing or other uses not recommended in the owner's manual;
2. Australian sunshine produces some of the highest levels of ultra violet rays in the world which has the effect of causing paintwork to fade quickly and it is usual for this fading to be more noticeable, and to occur at a faster rate, in neon or fluorescent paints (despite the presence of ultra violet inhibitors in the paint); and
3. this defects warranty is given by Sheppard Industries in addition to any consumer guarantees implied by law which cannot be excluded. To the extent permitted by law and as part of the terms of the sale of the bicycle or part:
 1. Sheppard Industries shall not be liable for any form of loss, damage, cost, injury or harm of any kind (whether direct, indirect, special or consequential) howsoever arising from the use or supply of the bicycle to the Purchaser other than as set out in this defects warranty or as required by applicable consumer guarantee laws; and
 2. the Purchaser holds Sheppard Industries harmless from any such loss, damage or cost; and
 3. the Purchaser and Sheppard Industries and the Sheppard Industries retailer agree to exclude any warranty implied by law to the extent which such warranties may lawfully be excluded by agreement.

What this defect warranty covers and term of defect warranty

This defects warranty only covers bicycles that have a wheelbase exceeding 640mm or have a wheel size of 16" (40cm) and larger. This warranty will not apply if the bicycle is used for off-road riding or other uses not recommended in the owner's manual.

This warranty covers:

- a standard steel frame, alloy frame or carbon frame for as long as the original purchaser owns the bicycle;
- suspension frames (including but not limited to, all suspension attachment points, bushings, pivots, fasteners, stays and shock units) for two years;
- a suspension fork for 2 years
- a standard fork for 2 years
- all other parts of the bicycle (including paint finish, but excluding tyres, tubes and wheels) for 30 days.

Please note that the fork is not a part of the frame. A lifetime warranty on your frame does not guarantee that the bicycle will last forever. The length of the life of the bicycle will vary depending on the type of the bicycle, riding conditions and care the bicycle receives.

Exceptions to this defects Warranty

This defects warranty does not apply:

(a) where the bicycle or any part of it:

- fails due to an accident, abuse, neglect or normal wear and tear;

- has been subjected to a use for which it was not designed or intended or promoted by Sheppard Industries;
 - has had a motor attached or has been used for hire, rental or any other commercial purpose;
 - has been modified or is otherwise than as supplied by Sheppard Industries; or
 - does not consist solely of original parts or equipment;
- or

(b) where any defect, malfunction or other failure of the bicycle or any part of it resulted directly or indirectly from a person other than Sheppard Industries authorised person adjusting or failing to adjust any part requiring normal maintenance and service (examples include adjustment of brakes and derailleur mechanisms, tyre inflation, lubrication, and tightening of screws, nuts and bolts).

(c) where coverage for suspension components shall be warranted for the original manufacturer's warranty period as noted in the respective owner's manual where supplied.

This warranty only applies to the original Purchaser and only if the bicycle or the failed part was purchased from an authorised Sheppard Industries retailer. It may not be transferred by the Purchaser to any other person.

Claiming on this Defects Warranty

The defects warranty may be claimed on only in the following manner:

1. In order to make a claim under this warranty, the Purchaser must deliver the bicycle or the relevant part to the Sheppard Industries retailer from whom the bicycle or part was purchased and must pay all costs of transportation to the Sheppard Industries retailer.

2. The Purchaser must deliver to the Sheppard Industries retailer written reasons why the Purchaser considers that the Purchaser has a claim under this defects warranty and must provide all necessary details, including:
 - the bicycle or part involved (by Brand, Model and Serial No.);
 - the place, date and from whom the bicycle or relevant part was purchased; and
 - the defect, malfunction or failure in respect of which the warranty claim is being made.
3. If this warranty applies to the bicycle or relevant part, Sheppard Industries will repair the bicycle or relevant part.
4. If Sheppard Industries cannot repair the bicycle or the relevant part within 12 weeks after receipt of the claim, Sheppard Industries will replace the bicycle or relevant part with a comparable non-defective product or part without charge to the Purchaser.
5. If after examining the bicycle Sheppard Industries considers that the bicycle proves not to be defective within the terms of this warranty, then subject to implied consumer guarantees which cannot be excluded all reasonable costs and expenses relating to the processing of the Purchaser's warranty claim shall be borne by the customer.

*The Brand described above is a registered trade mark of Sheppard Industries Australia Limited. ABN 60 082 376 289