

Product Performance Warranty – Cyclá by Civiq Bike Repair Products

Warranty: Civiq will provide you (“the Customer”) a one (1) year warranty period for the pump, parts and gaskets, and a six-month warranty on the hose and pump Head for The Cyclá Air Kit Prime and Air Kit 4 (“the Product”) from the date Civiq supplies the Product to the Customer.

In conjunction with the before mentioned, the following will also be provided by Civiq: a one (1) year warranty for all products consisting of TGIC powder coat or stainless steel finishes, for a period of two (2) years for PVC rubber dip over galvanized finishes, and for a period of five (5) years on products consisting of a galvanized finish.

Terms and Conditions:

1. The Customer must provide written notice of any issue with the Products within seven (7) days of the issue arising.
2. Upon written notice from the Customer, Civiq may, at their sole discretion, provide replacement part/s or organise repair works to the Product.
3. The Customer agrees and warrants that this warranty will not cover the product if:
 - a. The Customer does any of the following:
 - i. Failure to maintain the Product in accordance with guidelines, instruction manuals or advice provided to the Customer by Civiq;
 - ii. Failure to take reasonable steps to avoid damage to the Product;
 - iii. Failure to mitigate further damage caused to the Product;
 - iv. Failure to notify Civiq of the defect as per Clause 1;
 - v. Failure to organise and/or pay for maintenance checks as required for that particular product;
 - vi. Misuse or misrepresent the Product’s main and proper function;
 - vii. They, their employees, agents, assigns and/or third parties directed by the Customer is grossly negligent or deliberately damages, modifies or transforms the Product;
 - viii. On-sells the product to another person, entity or government body;
 - ix. Breaches the Terms and Conditions of the Product;
 - x. Breaches any Agreement between the Customer and Civiq; and/or
 - xi. Is in default of any payment due and payable to the Customer.

- b. The Product is damaged due to vandalism, terrorist activities, natural disasters, frost, force majeure events and/or by third parties (other than the Customer or Civiq)
 - c. The damage is reasonably expected wear and tear of the Product given the location, use and exposure to the elements of the Product.
 - d. The Product is stolen or removed forcibly by the Customer or a third party.
4. The Customer may request Civiq to carry out repairs on the Product caused by damage that is not covered by this warranty. Upon written request by the Customer of repairs, Civiq may, at their sole discretion, repair the Product, and the Customer agrees to pay for all costs thereof.
 5. The Customer warrants to notify Civiq of any circumstances which may result in damage covered by this Warranty by either emailing service@civiq.com.au or calling Civiq during regular business hours between 8:00am to 5:00pm (AEST) Monday to Friday on (02) 9737 0022.
 6. The Customer indemnifies Civiq for any claim, dispute, damages, loss or liability (including legal liability on an indemnity basis) arising out of the Customer's breach of warranties set out in Clause 3.
 7. The Customer represents and warrants that they understand and accept the above terms and conditions of Civiq's Warranty.