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Warranty

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Warranty

THE FOLLOWING WARRANTY IS A VOLUNTARY TWO-YEAR LIMITED WARRANTY OFFERED BY FALLBROOK TECHNOLOGIES INC. ("FALLBROOK"). IT IS OFFERED TO ALL PURCHASERS OF THE NUVINCI OPTIMIZED, N330, N360, N380, N380SE, C3, C8, C8S, H3, H8, NFINITY 330, NFINITY 380, NFINITY N380SE, HARMONY 330, HARMONY 380, HARMONY 380SE, HARMONY H|SYNC, NFINITY HI, HHI3, HHI8, HHISYNC (COLLECTIVELY, THE "FALLBROOK PRODUCTS").

UNDER THE LAWS IN CERTAIN COUNTRIES (e.g., GERMANY, NETHERLANDS), A PURCHASER IS ENTITLED TO STATUTORY RIGHTS WITH RESPECT TO PRODUCTS THAT ARE DEFECTIVE OR DO NOT CONFORM WITH THE CONTRACT OF SALE. THESE RIGHTS ALLOW A PURCHASER TO DEMAND, FREE OF CHARGE, REPAIR, REPLACEMENT, OR UNDER CERTAIN CONDITIONS, DISCOUNT OR REFUND BY THE SELLER OF SUCH PRODUCTS. THIS VOLUNTARY WARRANTY DOES NOT AFFECT YOUR STATUTORY RIGHTS. IF YOU LIVE IN ONE OF THESE COUNTRIES, WHEN YOU PURCHASE FALLBROOK PRODUCTS, IN ADDITION TO YOUR STATUTORY RIGHTS, YOU ARE ALSO ENTITLED TO CLAIMS OUT OF FALLBROOK'S LIMITED WARRANTY DESCRIBED BELOW. THESE CLAIMS EXIST CONCURRENTLY WITH YOUR STATUTORY RIGHTS SO THAT, SHOULD YOUR PRODUCT BE DEFECTIVE OR IF IT DOES NOT CONFORM WITH THE CONTRACT OF SALE, WHILE THE LIMITED WARRANTY IS IN PLACE, YOU CAN CHOOSE TO MAKE A CLAIM UNDER YOUR COUNTRY'S LAW OR FALLBROOK'S LIMITED WARRANTY.

What does this warranty cover?

Fallbrook Technologies Inc. (Fallbrook) warrants any NuVinci Optimized continuously variable planetary (CVP), Harmony 330, Harmony 380, Harmony 380SE or Harmony H|Sync control unit that is defective in materials or workmanship. This warranty only extends to the original purchaser and is not transferable. (Some states or countries do not allow restriction of warranty coverage to the original buyer, so this restriction may not apply to you). If you purchased your NuVinci Optimized CVP as part of another product, this warranty in no way replaces or is an extension of the warranty of the manufacturer of that product, which warranty is the sole responsibility of that product's manufacturer.

How long does this warranty last?

The warranty period lasts two years from the date of original purchase.

What will Fallbrook do?

Fallbrook will, at Fallbrook's sole option, repair, replace or refund the cost of the defective unit.

What does this warranty not cover?

- This warranty does not apply to any of the following:
 - Normal wear and tear to components subject to wear, such as, for example, rubber seals and rings, jockey wheels on chain tensioner (if applicable), twist grip rubber, and shifter cables.
 - Damage to parts not manufactured by Fallbrook or its related entities (such as dropouts and chains).
 - Labor required to remove, re-fit or re-adjust the product within the bicycle assembly
- A product used in any installation other than a single rider bicycle. Tandems are not covered.
- A product that has been incorrectly installed and/or not adjusted according to the Nfinity 330, Nfinity 380, Nfinity 380SE, Harmony 330, Harmony 380, Harmony 380SE or Harmony H|Sync technical installation manual, which can be found at www.nuvincicycling.com/downloads
- A product that has been disassembled into its components beyond the scope of service documentation (Technical Owner Manuals for NuVinci Optimized CVP with Harmony or Nfinity shift system).

- A product that has been modified or where the serial number or date code has been altered, defaced or removed.
- Except as pre-approved in writing by Fallbrook, a product utilized for commercial purposes.
- Damage to the product:
 - determined by Fallbrook to be caused by crash, impact, or abuse of the product;
 - resulting from use of the product in what Fallbrook, in its sole discretion, considers extreme applications such as, but not limited to, downhill, freeride, "North Shore" style, and BMX;
 - resulting from powering of the product with electric motors rated over 250 Watts for N330/N360 and 350 Watts for N380/N380SE, or any powering of the product with internal combustion engines;
 - resulting from running of the product with electric motors at continuous torque over 80Nm and peak torque over 90Nm;
 - resulting from use of the product with total weight (rider, cargo and bike) of over 200kg;

- resulting from use of the product outside the defined cog ratio limits at 1.8 to 1 on standard bikes and 2.1 to 1 (N330) or 2.0 to 1 (N380/N380SE) on eBikes;
- resulting from use of the product at voltages of over 50V;
- caused by the use of parts that are not compatible, suitable and/or authorized by Fallbrook for use with the product; or
- occurring during shipment of the product.

How to get warranty service?

Claims under this warranty must be made through the dealer where the vehicle or the Fallbrook component was purchased, or through an authorized dealer of NuVinci Optimized components. Please return the Fallbrook component to the dealer together with the original, dated invoice or receipt. The dealer will contact Fallbrook customer service to handle your warranty claim. Dealers requesting a warranty claim should contact Fallbrook customer service to obtain a Warranty Return Authorization. The dealer will then need to return the product to Fallbrook together with satisfactory proof of the date of purchase.

Limitations of warranty

THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY FALLBROOK WITH RESPECT TO THE PRODUCT, AND IS GIVEN IN LIEU OF ANY OTHER WARRANTY. TO THE EXTENT ALLOWED BY APPLICABLE LAW, ANY AND ALL EXPRESS OR IMPLIED WARRANTIES NOT SET FORTH HEREIN ARE WAIVED AND DISCLAIMED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE. FALLBROOK LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED SOLELY TO THOSE LIABILITIES SET FORTH ABOVE. IN THE EVENT THAT ANY PROVISION OF THIS LIMITED WARRANTY SHOULD BE OR BECOME INVALID OR UNENFORCEABLE UNDER APPLICABLE LAW, THE REMAINING TERMS AND CONDITIONS HEREOF SHALL REMAIN IN FULL FORCE AND EFFECT AND SUCH INVALID OR UNENFORCEABLE PROVISION SHALL BE CONSTRUED IN SUCH A MANNER AS TO BE VALID AND ENFORCEABLE.

Fallbrook reserves the right to revise this limited warranty without notice.

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