

Warranty Certificate

12 months warranty offered by the Seller

Back Market requires all persons and entities that sell products on the www.backmarket.com.au to offer Buyers the commercial warranty described below (the "Seller Warranty").

This Seller Warranty is not provided by Back Market, but by the Seller. As specified in the Terms of Services [available here](#), Back Market acts as an intermediary, and is in no case the seller or reseller of Products. Back Market is therefore not responsible for the Products sold via the Marketplace.

The capitalised terms in this Seller Warranty have the meaning assigned to them (i) in this Seller Warranty when they are defined, or (ii) when they are not defined in this Seller Warranty, in the Terms of Service [available here](#).

1. What is covered by the Seller Warranty?

Products sold by Sellers 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 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.

On top of it, a Seller Warranty applies to all Products purchased on www.backmarket.com.au for 12 months after the delivery date (or any longer period as specified on the Product Sheet by the Seller). In addition to the rights the Buyer may have at law, the Buyer benefits from:

- a presumption of non-conformity: it is assumed that defects that appear during the Seller Warranty period existed at the time of delivery, unless the Seller can prove otherwise;
- an answer within **24 hours** (excluding weekends and public holidays);
- a **return label for returning the defective Product, free of charge**, within **1 business day** once the Buyer has completed the form available via their customer account. The shipment cost for returning the Product will be paid by the Seller;
- a repair or replacement solution as fast as possible and in any case **within five business days** from receipt of the Product(s). In case of replacement or repair, the Seller will pay the cost of shipping the replaced or repaired Product to the Buyer. For logistical reasons, for large or heavy Products (*i.e.* Products weighing more than 30 kg or with dimensions of more than 1,5 m) and electric bikes, the Seller has 30 days from the receipt of the Product(s) to offer a replacement or repair solution. Reimbursement will be offered only when repair or replacement of the Product are not possible. In such a case, the Buyer may return the Product and receive a total reimbursement, or keep the Product and receive a partial reimbursement.

The Seller Warranty is given free of charge.

2. What is not covered (warranty exclusions)?

The Seller Warranty does not apply and is void in the following cases:

- when the Product is oxidised or broken;
- when one or more of the components of the Product have been manipulated by the Buyer or a third party not authorised by the Seller;
- when the use of the Product by the Buyer exceeds a so-called normal use, *i.e.* a use usually expected from a similar product;
- in case of negligence or lack of maintenance of the Product by the Buyer, or in case of an accident (e.g. a fall) occurring after the delivery of the Product.

In addition, normal wear and tear of the Product is not covered by the Seller Warranty.

3. How to obtain the warranty service?

The Buyer shall also benefit from Back Market's assistance under the Seller Commercial Warranty. Thus, if the Seller does not validate a repair or replacement solution within five business days of receipt of the Product(s), and if Back Market considers the claim is justified, Back Market shall, on behalf of the Seller and after having obtained the Buyer's opinion, implement one of the following solutions, depending on the Buyer's complaint: (i) refund of the order price or of the disputed Product to the Buyer, (ii) return to the Buyer of a Product that conforms to the Product ordered, (iii) repair solution of the non-conforming Product.

4. How to benefit from the Seller Warranty?

To exercise their warranty rights, the Buyer connects to his/her customer account and clicks on the "Get help" button on the order concerned, or fills in the contact form available [under this link](#). As soon as the request is completed, the Buyer receives a return label to send back the defective Product from Australia, free of charge. The shipping costs for the return of the Product will be paid by the Seller.

The Buyer must package the Product that they return to the Seller with care so that it is not damaged during transport. Buyer should also ensure that they delete their personal data before returning the Product and logs out of any account that is connected to the Product. Instructions on how to delete personal data can be found in the "Help" section on www.backmarket.com.au.

5. Liability

Back Market is in no way the Seller of the Products, which are sold directly by the Seller. Back Market acts as a simple intermediary and its liability cannot be sought in the event of a dispute in connection with this Seller Warranty. Back Market's assistance under this Warranty Certificate does not exclude or limit Seller's liability to Buyer. If the Buyer wishes to initiate legal proceedings, they shall find all information relating to the identity of the Seller in the Seller's Sheet or on the corresponding sales invoice.

6. Is this warranty an insurance?

No, this Seller Warranty is not an insurance, and no Buyer or third party is an insured or third party beneficiary under this Seller Warranty. Namely, it does not apply in case of loss by the Buyer or theft. Without excluding any rights that the Buyer may have under the Australian Consumer Law and the Seller Warranty, Buyers may take out a paid insurance covering breakage and theft of the Product.

7. Legal rights

The Seller Warranty is offered in addition to the rights available to the Buyer under the Australian Consumer Law.

8. Governing Law and Dispute resolution

The Seller Warranty shall be governed by the laws of the State of New South Wales, Australia.

In the event of a dispute related to this Seller Warranty, the Buyer may involve a consumer affairs mediator free of charge for the amicable resolution of the dispute between them and the Seller under the terms set out in the Terms of Service, [available here](#).