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LIMITED WARRANTY

All Black Ops bicycles and framesets sold through, and assembled by an authorized Black Ops dealer are subject to the following terms, conditions and limitations. J&B Importers, Inc. grants each original buyer of a Black Ops bicycle or frameset a non transferable warranty subject to the following limitations, terms and conditions that states when new this bicycle or frameset is free of defective materials and workmanship.

- ➤ Lifetime Summary Coverage (Subject to limitations, terms and additional conditions as explained below)
 - All Black Ops alloy and steel frames are warranted for the lifetime of the original retail buyer. If at the time of warranty, Black Ops does not have available an equivalent frame, the consumer may be offered a similar value substitute.
- > One (1) Year Summary Coverage (Subject to limitations, terms and additional conditions as explained below)
 - All Black Ops forks, parts and components (except wear items such as tires and tubes) are warranted for 1 year from the date of purchase of the original retail buyer.
- Commercial Use Summary Coverage (Subject to limitations, terms and additional conditions as explained below)
 - All Black Ops alloy and steel frames, if used for commercial purposes are warranted for one (1) year from the date of purchase of the original buyer.
 - All original Black Ops forks, parts and components (except wear items such as tires, tubes and grips) on bicycles, if used for commercial purposes are covered for thirty (30) days from the date of purchase of the original buyer.

LIMITED WARRANTY DOES NOT COVER

- Improper assembly
- Improper maintenance
- Normal wear and tear
- Installation of components, parts, or accessories not originally intended for or compatible with the bicycle as sold
- Damage or failure due to accident, misuse, abuse, or neglect
- Labor charges for part replacement or changeover
- Paint/finish

ADDITIONAL CONDITIONS

This Limited Warranty is made only to the original owner of this new Black Ops bicycle or frameset purchased from a Black Ops dealer, and it shall remain in force only as long as the original owner retains ownership of the Black Ops bicycle or frameset. This Limited Warranty is not transferable. In order to exercise your rights under this limited warranty, the bicycle or frameset must be presented to a Black Ops dealer, together with a receipt, bill of sale or other appropriate written proof of purchase which identifies the bicycle or frameset by serial number. Should this bicycle or any part be determined by Black Ops to be covered by this warranty, it will be repaired or replaced, at the sole option of Black Ops, which will be conclusive and binding. The original owner shall pay all labor charges connected with the repair or replacement of all parts. Claims made outside the USA may be subject to fees and additional restrictions. This limited warranty does not apply to normal wear and tear or to claimed defects, malfunctions or failures that result from abuse, neglect, improper assembly, improper maintenance, alteration, collision, crash or misuse. This bicycle has not been designed, engineered, distributed, manufactured, or retailed to be equipped with a motor of any kind, for uses in trick riding, ramp riding, jumping, aggressive riding, riding on severe terrain, riding in severe climates, riding with heavy loads, commercial activities, or any similar activities; such uses may damage the bicycle, and can cause serious injury to the rider, and in all cases will void this warranty.

USEFUL PRODUCT LIFE CYCLE

Every Black Ops bicycle or frameset has a useful product life cycle. The length of that useful product life cycle will vary with the construction and materials of the bicycle or frameset, the maintenance and care the bicycle or frameset receives over its useful product life cycle, and the type and amount of use the bicycle or frameset is subject to. Uses in competitive events, trick riding, ramp riding, jumping, aggressive riding, riding on severe terrain, riding in severe climates, riding with heavy loads, commercial activities and other types of non-standard use can dramatically shorten the useful product life cycle of a Black Ops bicycle or frameset. Any one or a combination of these conditions may result in an unpredictable failure of a Black Ops bicycle or frameset that would not be covered by this warranty. All Black Ops bicycles or framesets should be periodically checked by a Black Ops dealer for indicators of stress and/or potential failure, including cracks, deformation, corrosion, paint peeling, dents, and any other indicators of potential problems, inappropriate use, or abuse. These are important safety checks and very important to help prevent accidents, bodily injury to the rider and shortened useful product life cycle of a Black Ops bicycle or frameset.

THIS IS AN INTEGRATED AND FINAL STATEMENT OF THE Black Ops LIMITED WARRANTY. Black Ops DOES NOT AUTHORIZE OR ALLOW ANYONE, INCLUDING ITS DEALERS, TO EXTEND ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, FOR Black Ops. NO OTHER REPRESENTATION, AND NO STATEMENT OF ANYONE BUT Black Ops, INCLUDING A DEMONSTRATION OF ANY KIND BY ANYONE SHALL CREATE ANY WARRANTY REGARDING THIS BICYCLE. ALL OF THE REMEDIES AVAILABLE TO THE ORIGINAL OWNER ARE STATED HEREIN. IT IS AGREED THAT Black Ops LIABILITY UNDER THIS LIMITED WARRANTY SHALL BE NO GREATER THAN THE AMOUNT OF THE ORIGINAL PURCHASE PRICE AND IN NO EVENT SHALL Black Ops BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

DISCLAIMER

All other remedies, obligations, liabilities, rights, warranties, express or implied, arising from law or otherwise, including but not limited to, any claimed implied warranty of merchantability, any claimed implied warranty arising from course of performance, course of dealing or usage of trade, and any claimed implied warranty of fitness, are disclaimed by Black Ops and waived by the original owner. Some states, jurisdictions, countries, provinces, do not allow some or all of the limitations set for herein, or the exclusion or limitation of incidental or consequential damages. If any provision is found unenforceable, only that provision shall be stricken and all others shall apply. This limited warranty does provide the original owner with certain legal rights and recourse and the original owner may possess other rights or recourse, depending on the state, jurisdiction, country or province.

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