

# **MDE PRODUCT WARRANTY**

SITAL S.R.L. having its seat in C.so Lombardia, 73/B - Autoporto Pescarito 10099 San Mauro Torinese (To), warrants its products against defects of material and workmanship for a period of 2 years from the first owner (from the date of purchase).

This warranty is valid only for the original purchaser and is not transferable in the following changes of owner. This warranty is expressly limited to repair or replace a defective product.

The warranty is governed by **art. 1519 bis and ss. Of Italian Civil Code** and decade where the ordinary and extraordinary maintenance, recommended in the products manual, has not make correctly.

This warranty is without effect to other legal rights that you may have, in accordance with national law of the State where it is purchased. If any point of this warranty would be void according to national laws, the remainder of the warranty, however, would retain its validity.

## **INTRODUCTION**

### **"Useful Life Cycle" of products and designed use:**

All components of bike (frame, wheels, cranks , gear, tires, etc.) have a "useful life cycle" that depends on many factors such as: technology and materials used, weight and power of the cyclist, maintenance, how and where they are used, use of aggressive cleaning agents, external factors such as strokes, falls or crushing.

The components are subject to normal wear, surface wear, but also a form of wear called "material fatigue", which consists of a gradual separation of the molecular structure which initially appears as a nearly invisible micro-fracture and grows time after time until weaken the component to the point of sudden breakage, when the fracture has become big enough. The "material fatigue", initially, is not very visible and therefore more insidious.

To reduce the risk of an accident, it is necessary to checked the wear and detect any sign of "material fatigue" before they can cause a unexpected breakage (see also our "Lifetime crash replacement").

**ATTENTION:** for greater security is important that the buyer face regularly inspect all components of the bike to a qualified mechanic to checked wear, cracks, micro-fractures, corrosion, deformation, paint damage and any other indicators of problems before they can cause a breakage of the product. We recommend the use of detectors of micro-fractures such as penetrant liquid, because some signs are difficult to see with the eyes.

Any product that is worn or has lost its structural integrity or showing signs of wear or damage, must be replaced immediately, to reduce the chances of accident that could cause serious injury.

**ATTENTION:** This warranty doesn't cover the normal wear resulting from "material fatigue" that may occur also during the period of warranty, caused for example, by intensive and constant use (as can happen to a frame used in competition for one complete season).

This type of wear can not be considered a construction defect.

A construction defect is when the product isn't building correctly and don't fully respects the characteristics of quality as wanted in specific MDE production.

## OBBLIGATION

In case of defect, MDE is committed to make the replacement or repair, at its option the defective part.

The failure to be accepted, must be communicated by the first owner to shop where the product was purchased and the shop, after checking, send it to MDE. In the case that MDE doesn't identify the existence of defect or he decide that this is due to one of the reasons mentioned below, the replacement is not due, the component is returned and the shipping cost are on charge of owner of frame.

When a product is repaired or replaced under warranty, the repaired or replacement product is covered from any remaining original warranty, that is not renewed or extended the warranty.

Also, when a product is replaced under warranty, the old product replaced becomes property of MDE.

## LIMIT

MDE Warranty don't cover:

1. Products without a receipt of purchase (receipt or invoice);
2. Products not purchased from an authorized dealer;
3. Products whose identifiers code have been removed, altered, defaced or made illegible;
4. The natural wear (included "material fatigue" );
5. Damage caused by abuse, improper installation (for example, incorrect torque), from improper or insufficient maintenance, accidents, shocks, corrosion, use of harsh cleaners, use with incompatible products, from repairs not done correctly, and in general everything that is not a defect in materials or manufacturing;
6. The products at the natural end of their useful life;
7. The effects of exposure to UV radiation (fading, yellowing);
8. The effects of the salt;
9. Products repainted (even partially);
10. Products used commercially;
11. Products with any change;
12. Transport damage (responsible for the carrier);
13. Esthetics defects that were easily detectable at the time of purchase;
14. The work time required to replace or repair them;

The warranty doesn't cover the components and assembled not products from the MDE (shocks, etc..) and the parts subject to normal wear(bearings, seals, etc..).

**ATTENTION:** The warranty is valid only if there is the product identification code in the operating and maintenance manual and under the bottom bracket or on the dropouts. So it is very important to keep this manual in a safe place.

**ATTENTION:** Our products were created for normal use and not extreme and although on the pages of this site or in our catalogs you will see pictures of our riders performing in special tricks, we urge you to not try to imitate these tricks. These actions are the result of years of training and experience, starting from much lower levels then increased gradually. Remembering that these tricks will constitute a test for our frames but not meant to guarantee the indestructibility, we don't accept any liability for accidents caused by improper use of our products and exaggerated. We also recommend to always wear protective clothing such as DH helmet, knee, elbow or in the alternative, a full armor. Remembering that the frame is important but alone is not enough to remove you from the troubles, we advise caution and wish you all good raid.

## **CLAIM PROCEDURE**

To make a warranty claim you must return the product to the same dealer from it was purchased. Please note that if the product is purchased in another country, must be made to the authorized dealer of that country. MDE recommends always, to the greater safety due to the assembly and testing pre-delivery, or because you are safe both for the originality and the best after-sales service, to purchase from an authorized dealer near your residence.

The product must be cleaned (if dirty will be made available for 10 days and then scrapped) together with:

1. Name, address, telephon and E-Mail;
2. A purchase document that proves the place and date of purchase;
3. A detailed description of the problem (we suggest using the tape to help us to identify the exact location);
4. A description of the components used with the frame;
5. A specific request, if you want that any sensitive personal data supplied, will not be stored for future reference after the management of complaints;
6. A statement of how you wants to be managed the product if found out of warranty. MDE will provide an estimate for repair and if it isn't accepted, the frame will be returned in the current condition (possibly disassembled) at the expense of the recipient.

## **PROGRAMMA "LIFETIME CRASH REPLACEMENT"**

The first owner of MDE frame is automatically added to our program "lifetime crash replacement".

This program offers the opportunity to acquire, directly or through an authorized dealer MDE, a frame or part of that with a discount of 40% (compared to retail price), if the original frame is irrimediably damaged in a fall or an accident, or is subject to "material fatigue".

Part of the discount is offers from the dealer and a part from MDE. To learn more contact your authorized dealer or contact us directly.

The replacement frame will be of value less than or equal to the frame damaged.

## **PROCEDURE**

You will need to notify without delay to the MDE by e-mail, telephone or fax the damage of frame (by specifying the code) and the desire to replace the old one with a new frame with discount, then you must contact your original dealer to order the replacement frame, providing:

1. The original proof of purchase and the same contact information reported to MDE;
2. The pictures in Jpg format of the bike after the accident and the only damaged part;
3. The copy of any report of the accident to the authorities;
4. The frame damaged, which will become property of the MDE in exchange for a discount on the new frame;

## **PROGRAMMA "CHECK YOUR FRAME"**

This program, which costs of € 50 (plus shipping), offers the possibility to send your MDE frame in our company for a full check up.

The checks to be carried out are as follows:

1. Checking of "material fatigue" cracks in all welds of the frame;
2. Check status wear bearings;
3. Checking frame alignment;
4. Check status of painting / finishing;
5. Check headset and bottom bracket;
6. Check alignment gear dropout;

If are found a problems or parts to be replaced, the owner will be contacted and will be communicated the estimate to restore the original status frame.

When the replacement / repair are be make, will be issued a new warranty valid for 2 years on manufacturing defects.

The owner of frame will be insert into our program "Lifetime crash replacement" although he isn't the first owner of frame and also if the frame didn't show any problem.

MDE invites all owners of their frames, these are the first owners of frames out of warranty or purchasers of frames used, to send its frame to MDE for the program "Check your frame" to extend the life of frame and for your security.

## **RIGHT TO CHANGE**

MDE reserves the right to cancel or modify this policy at any time without notice.

## **- MDE BIKES -**

by SITAL S.R.L.

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