

Aurum Limited Warranty Policy

This document governs all aspects relating to the statutory warranty and additional commercial warranty, service life, liability and replacement in the event of an accident for all products of Contador & Basso Group, S.L., a company with Tax Identification Number B-88553292 and registered office at Calle Milanos 8, 28320, Pinto, Madrid (Spain), marketed under the “AURUM” brand, whether sold directly to consumers by Contador & Basso Group S.L. or any of its affiliates (hereinafter and collectively, “AURUM”) or sold to consumers by distributors or official *dealers* authorised by AURUM.

1. Preamble: service life, limitations and intended use of the product

1.1 Product service life:

All bicycles and related products have a finite service life. This is determined by a combination of many factors, including:

- Normal load
- Correct installation
- Materials and technologies
- Product design
- Rider’s weight and strength
- Maintenance and care
- Impact damage.

All these factors affect product wear and tear. Additionally, products are subject to a concept known as ‘material fatigue’. This is the progressive separation of the molecular structure, a ‘micro-fracture’ that eventually grows large enough to cause the product to ‘fail’.

To minimise the risk during use, AURUM recommends that you carry out regular checks on your bike for signs of wear. Have a qualified mechanic regularly inspect all parts of the bike for corrosion, wear, cracks, deformation, surface damage and any small signs of fatigue.

Early detection of signs of fatigue requires the use of visual aids such as penetrating fluids. Any component that is worn, has lost its structural integrity or shows any signs of fatigue or damage must be replaced immediately to reduce the likelihood of accidents causing serious injury.

1.2 Weight limit:

A heavy rider and/or an aggressive riding style increases the stress placed on the bicycle, reducing its service life. Our AURUM bicycles have a maximum weight limit (combined weight of bicycle, rider, equipment and load).

1.3 Intended use:

The products are designed solely and exclusively for the use indicated in the product description and/or on the packaging. Any other use could be dangerous and should be avoided.

2. Legal warranty

In compliance with Royal Legislative Decree 1/2007 of 16 November, approving the consolidated text of the General Law for the Protection of Consumers and Users and other complementary laws (hereinafter, **TRLGDCU**), **AURUM** offers a statutory warranty of **three (3) years*** from the date of the product's initial purchase, or, where applicable, the minimum period established by the regulations in force in the country of purchase.

(*) For products purchased **before 1 January 2022**, the warranty period shall be **two (2) years**, in accordance with the regulations applicable on that date.

Unless proven otherwise, any lack of conformity that becomes apparent within two (2) years of the product's delivery shall be presumed to have existed at the time of delivery.

AURUM guarantees the **original user** of the product coverage against **manufacturing defects, material defects or lack of conformity**, in accordance with the provisions of applicable legislation.

During the statutory warranty period, in the event of a lack of conformity, the purchaser shall be entitled, free of charge, to the following measures to bring the goods into conformity:

1. **Repair or replacement** of the defective product, unless one of these two options is impossible or, compared to the other, would entail disproportionate costs for AURUM.
2. A **price reduction or termination of the contract**, in cases where the repair or replacement has not been carried out within a reasonable time or without significant inconvenience to the consumer. Termination shall not apply if the lack of conformity is of minor importance

The free of charge service shall cover the costs necessary to bring the goods into conformity, in particular the costs of postage, transport, labour or materials.

Specific paintwork cover

The warranty covers **paint defects** on all frames and forks fitted to **AURUM** bicycles, during the periods specified above, provided that they constitute an original lack of conformity.

The owner is expressly warned that **moisture, sweat and other external agents**, including unsuitable cleaning products, may cause **damage to the paintwork or corrosion of components**. Furthermore, **prolonged exposure to ultraviolet rays** may cause **deterioration of decals, paintwork and finishes** on the bicycles and their components. These cases are considered **exceptions to the warranty cover** as they are deemed to be deterioration resulting from normal use and external factors, and not an original lack of conformity.

Limitations

This warranty applies exclusively to products purchased through **AURUM** or **authorised dealers**, and is subject to the presentation of **proof of purchase** and the **correct use of the product in accordance with its technical specifications**.

3. Additional commercial warranty

This commercial warranty is additional and does not affect your rights as a consumer under the three-year (3) statutory warranty for lack of conformity, which is independent of and compatible with this commercial warranty. The exercise of statutory warranty rights is always free of charge for the consumer.

Thus, in addition to the above, AURUM offers the option of extending the statutory warranty to a **lifetime commercial warranty**, applicable **exclusively to the original owner** of the product. This warranty is granted only to **natural persons; legal entities and unincorporated bodies** are expressly **excluded** and may not benefit from this commercial warranty.

The warranty extension **is voluntary and free of charge**, and requires **the product to be registered** on the official AURUM website: www.aurumbikes.com/garantia .

Coverage of the additional commercial warranty

The commercial warranty shall be valid only for products:

- **Purchased directly** via the official AURUM website (www.aurumbikes.com), or
- **Purchased from an official distributor certified** by AURUM.

For this warranty to be valid, the original owner must **register the instrument within a maximum of thirty (30) calendar days** of receiving the order. Any registration made after this period has

elapsed will be considered **invalid** and will not guarantee coverage under the **limited lifetime warranty**.

This extended warranty **is not transferable** to subsequent purchasers of the product. Should the user wish to make a claim under this warranty, they must present **proof of purchase** and a **valid form of identification** to AURUM or the official distributor.

This commercial warranty is **expressly limited** to the **repair or replacement** of AURUM frames and forks that are found **to have defects in materials or workmanship**.

AURUM brand **accessories and/or components** are **excluded** from this commercial warranty and shall be covered by the applicable provisions of the relevant **statutory warranty**.

AURUM reserves the right to **modify the model name, finish, colour, paintwork and/or decals** of the repaired or replaced frame. Should the original product be unavailable, AURUM may replace it with another of equivalent characteristics and value. Furthermore, non-compatible parts resulting from **improvements made to the design or technology** are not covered. In this regard, the costs of dismantling and reassembling components on the repaired or replaced frame, as well as the purchase of new parts that may be necessary due to design updates, shall be borne by the customer under this commercial warranty.

By way of example only, and without limitation, the following components are excluded from the unlimited commercial warranty:

- Bottom bracket assembly
- Steering
- Seat post
- Handlebar
- Stem
- Spacers
- Derailleur hanger

During the term of the commercial warranty, AURUM is exempt from any liability for **costs arising from the purchase of new components or parts required for assembly**, as well as for the **costs of dismantling and subsequently** reassembling the components of the original frame onto the repaired or replaced frame.

This commercial warranty **shall not apply** to frames and/or bicycles used for **commercial purposes or activities**, such as **hire***, **demonstrations or similar uses**.

(*) For these cases, please refer to the annex to this warranty policy.

This commercial warranty **does not affect or limit the legal rights** of consumers and users in the **event of non-conformity of the products with the contract**. Such rights are **independent of and compatible** with those arising from this commercial warranty.

Where a product is verified and confirmed by **AURUM** as defective within the terms of the warranty, **AURUM**, at its sole discretion, shall proceed to **repair or replace** it.

In the event that the original product is not available, **AURUM** may replace it with another of **equivalent characteristics and value**, subject to availability at that time.

3. Exclusions from the warranty

This warranty **shall not apply** in the following circumstances:

- Use of the product outside the purpose or conditions for which it was designed.
- Lack of proof of purchase or original invoice.
- Products not purchased directly from **AURUM** or an **official distributor certified by AURUM**.
- Products whose serial number, labels or authenticity marks have been tampered with, altered or are illegible. In the event of loss of legibility due to an accident or a fall, the customer must **immediately notify AURUM** so that the incident can be recorded.
- Natural wear and tear resulting from use or material fatigue, i.e. all components subject to normal wear and tear, without specifying each part, but including items that are used frequently or replaced periodically.
- Damage caused by:
 - Improper shipping, abuse, misuse or incorrect installation.
 - Poor maintenance, impacts, corrosion, accidents or exposure to aggressive agents.
 - Use with incompatible components.
 - Repairs or modifications carried out by personnel who are not qualified or authorised by **AURUM**.
 - Any other cause not attributable to defects in manufacture or materials.
- Products that have reached the end of their useful life.
- Products that have been repainted, restored or modified.
- Labour costs associated with installation, removal or adjustment.
- Damage caused by the use of **brake pads that are not compatible** with the standard brake model fitted.
- Aesthetic or cosmetic imperfections resulting from the production process, particularly in **customised or limited-edition** products.
- Cosmetic damage that does not affect performance or constitute a lack of conformity.

Product specifications

The **technical specifications** and characteristics of the products supplied by **AURUM** are **nominal** and may be modified by the company at any time, without prior notice, in order to improve their quality or performance.

4. Limitation of Liability

AURUM's liability under its warranties is limited, to the extent permitted by applicable law, to the repair or replacement of the defective product, and does not cover direct, indirect, special, incidental or consequential damages arising from its products. This limitation shall in no way affect the rights recognised by Spanish law for consumers and users in relation to statutory warranties.

This statutory warranty policy does not limit or replace the inalienable rights to which the consumer is entitled under the applicable legislation in their country of origin, should such legislation be more favourable than that described herein. Therefore, where applicable, the consumer shall be entitled to the remedies provided for by the law applicable in their country of origin regarding the statutory warranty of products, in those aspects that are more favourable than the warranty set out here.

This is the only contractual warranty offered for the purchased product. Any additional clause, extension or implied warranty is specifically excluded.

When a product is repaired, the term of the statutory warranty shall be suspended for the duration of the repair, and the product shall subsequently be covered by the remaining period of the original warranty. In this case, there is no renewal or extension of the warranty period.

When a product is replaced, the customer must re-register it, thereby generating a new warranty, and the original replaced product becomes the property of AURUM.

AURUM reserves the right to confiscate any counterfeit or unsafe product that has been sent for warranty inspection.

5. Claims Procedure

Warranty claims must be made exclusively through the official AURUM dealer where the product was originally purchased, or through AURUM's Customer Care service if the product was purchased directly from our online store. In this case, please send an email to support@aurumbikes.com with 'WARRANTY CLAIM' in the subject line, stating your full name and the reason for the claim. Our Customer Care team will then contact you to explain the next steps.

In order for AURUM to determine whether the warranty applies (both the statutory and commercial warranties), we may require you to send the product in question to us for inspection.

- During the 3-year statutory warranty period, AURUM will cover the costs of sending the product for inspection and returning it once it has been repaired or replaced.
- Once the statutory warranty period has expired, and for claims under the commercial warranty, the cost of postage will be borne by the customer and the product must be clean (AURUM reserves the right to decide whether or not it is sufficiently clean for proper inspection. If it is not, a cleaning surcharge will be payable by the customer).

It is the end user's responsibility to ensure that the official AURUM dealer handling the claim follows the guidelines set out above and provides the original proof of purchase to verify the date and place of purchase (products claimed without the original proof of purchase will be returned to the dealer without inspection by AURUM).

Crash replacement.

In addition to the statutory warranty, AURUM offers an 'crash replacement' programme to the original owners of AURUM products purchased directly from our online shop or from an official AURUM dealer, provided they have been correctly registered within 30 days of purchase.

The terms and conditions of this programme are as follows:

- In the event of a problem with the frame and/or fork not covered by either the statutory or commercial warranty, you, as the original owner, will be entitled to a discount to (re)purchase a new AURUM **frame set**.
- Discount (prices shown exclude VAT) if you purchased your bike / frameset within:
 - 0 to 12 months | 40% discount
 - 13 to 24 months | 30% discount
 - 25 to 36 months | 20% discount

You will need to send the affected products to our Customer Service centre to be eligible for this scheme.

Postage costs (both from the customer to AURUM and from AURUM to the customer) are payable by the customer (including local taxes where applicable).

6. Applicable Law and Jurisdiction

Any dispute arising from this warranty or the use of the product shall be governed by the applicable laws of Spain. Notwithstanding the foregoing, and as previously stated, the policy

regarding the statutory warranty does not limit or replace the consumer's inalienable rights under the applicable legislation in their country of origin, should such legislation be more favourable than that described herein. Therefore, where applicable, and solely in relation thereto, the consumer shall be entitled to the remedies provided for by the law applicable in their country of origin regarding the statutory warranty of products, in those aspects more favourable to the warranty set out herein.

Any dispute that may arise in relation to the interpretation or enforcement of this warranty shall be resolved before the Courts and Tribunals of the city of Madrid, without prejudice to the consumer's right to bring proceedings before the courts and tribunals of their place of residence, or to seek alternative dispute resolution (the Consumer Arbitration Scheme).