

## 12.0 APPENDIX F - WARRANTY

Your **BikeBANQIT™** is warranted for a period of 12 months against defects in material & workmanship's EFFECTIVE FROM DATE OF PURCHASE.

Please complete the enclosed warranty card to secure your Guarantee and kindly retain your Purchase receipt as proof of purchase, which must be presented if making a claim under the terms of the Rojone Guarantee.

LIMITATION OF LIABILITY, DISCLAIMERS AND PRIVACY ISSUES.

ROJONE WARRANTS THAT IT HAS USED ITS BEST ENDEAVOURS TO MANUFACTURE A PRODUCT FOR THE PURPOSE FOR WHICH IT IS INTENDED USING ITS KNOWLEDGE KNOW HOW, EXPERTISE AND SKILL.

HOWEVER, ROJONE ACCEPTS NO RESPONSIBILITY WHATSOEVER FOR ANY ACTIONS ON THE PART OF THE PURCHASER OR USER WHICH MAY RENDER THE EQUIPMENT INOPERATIVE DUE TO ANY FAILURE ON THE PART OF THE PURCHASER OR USER TO COMPLY WITH THE "OWNERS MANUAL" AND STRICTLY IN ACCORDANCE WITH THE DIRECTIONS AND GUIDELINES NOTED THEREIN.

FURTHER, ROJONE ACCEPTS NO RESPONSIBILITY FOR ANY CONSEQUENTIAL EFFECTS OR BREACHES RESULTING FROM THE PURCHASER OR USER'S FAILURE TO USE THE EQUIPMENT FOR THE PURPOSE FOR WHICH IT IS INTENDED INCLUDING ANY BREACHES OF THE PRIVACY ACT, THE CRIMES ACT 1900, THE WORKPLACE SURVEILLANCE ACT 1998 (NSW), THE INDUSTRIAL RELATIONS ACT 1996 OR LEGISLATION, THE PASSENGER TRANSPORT (TAXI CAB SERVICES) ACT 1995, THE COMMON LAW AND ANY AND ALL LEGISLATION DEALING WITH PRIVACY AND SURVEILLANCE OF PERSONS INCLUDING EMPLOYEES.

IN ADDITION, ROJONE DISCLOSES THAT THE IMPROPER USE OF THE EQUIPMENT MAY CONTRAVENE PARTS OF THE LEGISLATION REFERRED TO IN THE PREVIOUS PARAGRAPH. ACCORDINGLY, ROJONE ACCEPTS ABSOLUTELY NO RESPONSIBILITY FOR USAGE WHICH MAY FALL OUTSIDE OF THE SCOPE OF THE PROPER INTENDED PURPOSE OF THE EQUIPMENT.

ROJONE ALSO DISCLOSES THAT THE IMMOBILIZATION CAPACITY OF THE EQUIPMENT MAY RESULT IN DAMAGE, HARM AND OR PERSONAL INJURY TO THE DRIVER OF THE VESSEL AND ITS PASSENGERS PARTICULARLY WHERE THE IMMOBILIZATION OCCURS AT A SIGNIFICANT SPEED. ROJONE ACCEPTS NO LIABILITY OR RESPONSIBILITY FOR ANY RESULTING DAMAGE, HARM OR PERSONAL INJURY CAUSED OR SUSTAINED BY PERSONS IN SUCH CIRCUMSTANCES.

PURCHASERS OF THE EQUIPMENT ARE CAUTIONED TO USE THE EQUIPMENT EXERCISING DILIGENCE AND CARE AT ALL TIMES. ROJONE ACCEPTS NO RESPONSIBILITY FOR ANY FAILURE OF THE PURCHASER OR USER'S DUTY OF CARE RESULTING FROM ANY IMPROPER OR UNAUTHORISED OR WRONGFUL USE OF THE EQUIPMENT.

Nothing in these terms shall exclude, restrict or modify any conditions, warranty or liability implied into this contract by statute. WHERE to do so would be unlawful or would render any provision of this contract void. Subject to that, all warranties implied by statute in respect of the goods are hereby expressly negated, and



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Rojone's liability for the goods is limited to any warranties issued in writing by Rojone. Rojone is excluded from any other liability whether under this contract or otherwise to the buyer or any third party for any loss, injury, cost or damage incurred or suffered by reason of the goods, their use, or their design. Whether direct, indirect, special consequential or otherwise and whether or not arising from a negligent act or omission of Rojone.

Where it is legal to do so, any remaining liability implied by statute or resulting from breach of any term, condition, warranty implied or statute is limited to Rojone's sole option.

These options are as follows:

- (i) The replacement of the goods
- (ii) The repair of goods
- (iii) The payment of the cost of replacing the goods.
- (iv) The payment of the cost of having the goods repaired.

The buyer should be aware that in relation to goods which are of a kind ordinarily acquired for personal use or consumption, certain statutory provisions such as the Trade Practice Act 1974 which are not excludable, may render Rojone liable to greater extent than provided in the clause. These terms do not exclude rights and remedies implied by a statute, which are non-excludable.

Please contact the factory for further information or our Website [www.rojone.com.au](http://www.rojone.com.au)

**END OF DOCUMENT ...**



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