



### ***Thok Care - conventional warranty extension***

We are pleased to confirm by this document the "Thok-care" warranty extension for your e.bike according to the terms and conditions defined hereinafter.

Fee for the extension of the warranty: Euro 160 including VAT.

Payment method selected for the warranty extension: paypal, bank transfer, cash at the Thok Point or credit card

Warranty extension period:

- 1) with regard to new bicycles purchased at Thok point, in store or online: 24 months in addition to the expiry of the legal guarantee (24 months from delivery), i.e. 48 months from delivery of the bicycle or from its collection at Thok point.
- 2) With regard to bicycles purchased by individuals or for those with a legal warranty has already expired, the guarantee includes a coverage of 24 months starting from the activation on frame and components branded THOK not subject to wear, regardless of the age of the bicycle and the number of owners previous.

The "thok care" warranty extension refers to the bicycle itself, not to its owner, therefore, even if the bicycle is sold between individuals, this conventional warranty will remain valid during the entire period as expected with regard to the new owner as well, while the legal guarantee will be the warranty provided for the used goods.

The activation of THOKcare for used ebikes can only take place after a free-of-charge check at the nearest THOK Point or by sending by e-mail ([info@thokebikes.com](mailto:info@thokebikes.com)) 4 photos of the ebike (right side, left side, front side, rear side) with date in evidence.

If, at the sole discretion of KP SRL, the used e-bike reproduced in the photographs sent shows damage and / or tampering that does not allow the activation of the thok-care, the warranty extension will not be activated and the sum paid will be refunded. (by bank transfer or cash back on credit card or other payment instrument chosen by the client).

A condition for activating the warranty is the registration on the website [www.thokebikes.com](http://www.thokebikes.com), within 72 hours from delivery or 5 days from purchasing the bicycle, associating your name with the e.bike's serial number.

KP's commitment in the event of defects in the bicycle is detailed in the legal guarantee, which is shown below. The same guarantees are therefore extended for a further period of 24 months beyond the expiry of the legal guarantee, except for what is specified below regarding manpower's cost.

### **CONSUMER LEGAL GUARANTEE**

KP S.r.l. provides legal warranty, according to the articles 128 et seq. of D. Lgs. 206/2005 (Italian Law) (or equivalent law provision in force in the client's country) for any potential defect of compliance affecting the product purchased by the Customer within two years of delivery.

For the purposes of this contract it is assumed that consumer goods are compliant if, where relevant, the following circumstances coexist:

- they are suitable for the use for which goods of the same type are usually used;
- they comply with the description given by the seller and have the qualities of the goods that the seller has presented to the Consumer Customer as a sample or model;
- they have the usual qualities and performances of a good of the same type, alike the

Consumer can reasonably expect, taking into account the nature of the good and, where appropriate, public declarations on the specific characteristics of the goods given by the seller, by the producer or by the his/her agent or representative, in particular with regard to advertising and labeling;

- they are also suitable for the particular use desired by the consumer and which has been brought to the attention of the seller at the time of the conclusion of the contract as well as the seller has accepted by conclusive facts.

The Customer loses all rights if he/she does not report in writing to KP S.r.l. the compliance defect within two months from the date on which the defect was discovered.

Following the complaint, the Consumer will have the right to request either repair or replacement of the good. KP S.r.l. must reply no later than seven working days from the moment of receipt of the complaint. If repair or replacement of the good is not possible or is excessively burdensome for KP S.r.l., the latter will proceed to a reduction in the price or dissolution of the contract. In this case, it will be your responsibility to indicate how to re-credit the sums paid.

### **LEGAL GUARANTEE FOR THE PROFESSIONAL CUSTOMER**

The Professional Customer, as defined by article 3 of Legislative Decree 206/2005, has the right to avail himself of the conventional guarantee in the same terms and under the same conditions set out here.

### **INTERVENTIONS UNDER WARRANTY**

The intervention on the parts or sections of the bicycle covered by the warranty will be carried out by KP or its authorized dealer. KP is solely responsible for the repairs and interventions carried out on the bicycle and it ensures that they are made in a workmanlike manner with brand new and guaranteed spare parts. KP commits to assure the perfect functioning of the bicycle, provided that all the provisions of the rules and instructions for use have been respected.

Any manpower costs required for interventions and repairs under the conventional warranty are intended to be customers' charge.

### **WHAT IS NOT INCLUDED IN THE WARRANTY**

The legal warranty, as the extension agreed hereby, does not include parts subject to normal wear and tear, nor the paint of the frame.

The following are also excluded: damages arising out of accident, breakdown, inappropriate maneuvers, incorrect use of the e.bike, tampering or interventions carried out by unauthorized personnel, vandalism, fires, exposure to atmospheric agents (such as, e.g.: hail, sun, rain) and force majeure.

### **HYPOTHESIS OF FORFEITURE OF THE CONVENTIONAL GUARANTEE**

The conventional warranty automatically becomes void if the customer tampers with the bicycle (or any of its components) through unauthorized interventions or replaces even one of the original bicycle components with other non-original components on his/her own initiative.

### **POSSIBILITY OF WITHDRAWAL**

The customer will have the opportunity to withdraw from this warranty extension contract by sending a communication by e-mail to [info@thokebikes.com](mailto:info@thokebikes.com) or by fax to +39 0173 314141 within 14 days from registering on the [thokebikes.com](http://thokebikes.com) website.

In this case, you will be entitled to a refund of the price paid for the warranty extension and must return the THOKer Box received for free. In this case, only the legal guarantee established by the Consumer Code will remain in force.

### **GIFT**

By purchasing the thok-care warranty extension, the thoker has the right to receive, free of charge, the THOKer Box (dedicated water bottle, bottle cage, key ring, dropper, laser-etched aluminum cup, multitool, suspension pump, hanger set dashboard sticker kit).

This warranty extension does not modify the remaining contractual agreements in any way, except as expressly indicated hereby.