

Marin Mountain Bikes 2010 North American Limited Warranty

Marin Mountain Bikes, Inc. (producer/manufacturer/distributor) (hereinafter "Marin") warrants to the original retail purchaser ("you") that the Marin product for which you received this warranty is free from defects in material and workmanship for the periods and products set forth below from the date of original retail purchase in North America:

Product Lifetime: All Marin® Bikes frames including pivot hardware and bearings of Full suspension Marin® frames (Except QUAD XC, QUAD Trail, QUAD XLT, Team HT and carbon fiber frames as covered below). Bicycles have an unquantifiable product lifetime that will be determined by Marin Bikes on a case-by-case basis;

5 Years: Marin® QUAD XCR, QUAD XC, QUAD TRAIL bike frames and carbon fiber Road frames

3 years: Marin® Team CXR and Team HT hardtail bike frames;

1 year: Any bicycles that are used for Rentals;

Not Covered: Suspension forks, and Rear shocks on suspension bikes; Resold, rental or used bicycles; any damage incurred through the installation or use of a rack. (also see warranty exclusions below)

Warranty Limitations

This warranty is not transferable to a subsequent purchaser. Marin's sole obligation under this warranty is to either, at its discretion: (1) repair the claimed defect at no charge, (2) exchange the product with a product that is new or which is at least functionally equivalent to the original product, or (3) a credit amount, determined by Marin towards the purchase of a new product. Marin must be notified in writing of any claim under this warranty within 60 days of any claimed lack of conformity of the product.

The duration of any implied warranty or condition, of merchantability, fitness for a particular purpose, or otherwise, on this product shall be limited to the duration of the express warranty set forth above. In no event shall Marin be liable for any loss, inconvenience or damage, whether direct, incidental, consequential or otherwise, resulting from breach of any express or implied warranty or condition, of merchantability, fitness for a particular purpose, or otherwise with respect to this product, except as set forth herein. Some states or countries do not allow limitation on how long an implied warranty lasts and some do not allow exclusions or limitations of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

This warranty gives you specific legal rights, and you may also have other rights, which may vary, from location to location. This warranty will be interpreted pursuant to the laws of the United States. The original English language version/meaning of this warranty controls over all translations and Marin is not responsible for any errors in translation of this warranty or any product instructions.

No company or person (including employees or agents of Marin) are authorized to modify, enlarge or extend this warranty in any way or to make any other warranties, expressed or implied on behalf of Marin. This warranty is not intended to confer any additional legal, jurisdictional or warranty rights to you other than those set forth herein or required by law. If any portion of this warranty is held to be invalid or unenforceable for any reason, such finding will not invalidate any other provision.

If your product packaging has a written warranty policy included that differs from the warranty policy posted at www.marinbikes.com/warranty the warranty policy on our website is considered most current and will be controlling as of the time your warranty claim is made.

To Obtain Warranty Service

Consumer claims for warranty service must be made through the retail location where the product, or bicycle with Marin original equipment (OEM), was purchased. Retailers must contact Marin or an Authorized Marin Warranty Center to obtain an RA (return authorization) number, send the Marin product along with a copy of the purchase receipt, or other satisfactory dated proof of purchase of the product to Marin in the United States. Any labor, postage, insurance, or shipping costs incurred in sending your product for service are the customer's responsibility. Marin will not be responsible for products lost or damaged in shipping.

Warranty Determination

Once received by Marin or Authorized Marin Warranty Center, the product will be inspected to determine if it is covered by the Marin warranty. A warranty claim form filled out by the customer and signed may be required before processing can be completed. Only Marin or an Authorized Marin Warranty Center may determine if a product is warrantable. If the product is not covered under warranty, all replacement, repair, labor, and shipping costs are responsibility of the customer. Marin will make the final decision on whether or not shipping charges will be charged for the shipping of the replacement product.

At no time may any retailer or distributor make representations of what is covered or not covered under this warranty without express written permission from Marin. Should a retailer or distributor replace product before consulting Marin, it is at the sole discretion of the retailer or distributor and they may not be reimbursed by Marin. When a product or part is exchanged, any replacement item becomes property of the customer and the returned product becomes the property of Marin, which may destroy it.

Warranty Exclusions

This warranty does not cover the following:

Products that have been modified, neglected or poorly maintained, used for commercial purposes, misused or abused or involved in accidents. It is your responsibility to regularly examine the product to determine the need for normal service or replacement.

Damage occurring during shipment of the products (such claims must be presented directly to the shipper).

Products sold or distributed by Marin that are covered by another seller's warranty; this Marin warranty does not extend, modify or replace any other warranty.

Products whose serial number or other identifying marks have been altered, defaced or removed.

Products that are purchased used, or in not-new condition without original packaging.

Damage to products resulting from improper assembly or repair (or the techniques used), the use or installation of parts or accessories not compatible with the original intended use of the product, or the failure to follow the product warnings, installation and usage instructions. This warranty does not apply if the original product decals are removed or original finish has been modified or removed.

Products purchased at, installed, adjusted and or assembled by non Marin authorized retailers.

Damage or deterioration to the surface finish, paint, aesthetics or appearance of the product.

The labor required to remove and/or re-fit and re-adjust the item covered by this warranty or any product that it is attached to.

Any costs associated with returning or shipping warranted or non warranted products.

Normal wear to the product. Components may have symptoms of wear in less than their warranted time frame depending on amount of use, type of use and other conditions. This includes products that have reached the end of their normal life expectancy before the warranted time frame expires.

Commercial claims made by any merchant, retailer, commercial seller or reseller (not on behalf of an individual consumer).

Products purchased through unauthorized distribution channels (i.e. EBay or via an unauthorized internet seller, swap meet or private party) or products originally intended to be sold in a country other than the one you purchased them in or from (i.e. grey market goods)

Any products for which the consumer does not follow the warranty procedures outlined above.

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