PRODUCT WARRANTY

Apex Rides Limited (company number 11395550 with registered address at Unit 8 Westbourne Studios, 242 Acklam Road, London, England, W10 5JJ) (“Apex Rides”) warrants that all Apex Bikes sold by us will be free from all material defects in workmanship and parts for a period of one (1) year from the date of the original purchase as is indicated on your invoice or receipt. Please retain your invoice or receipt as you will not be able to claim under this warranty without one.

This warranty is in addition to your statutory rights and remedies which are unaffected.

EXTENT OF THE WARRANTY

This product warranty covers the frame, flywheel, pedals, handlebars and all parts and labour needed for repairing any faulty part. Any defect in the upholstery or seat of the Apex Bike is expressly excluded from this warranty. Any strictly cosmetic faults, including but not limited to discolouration or any issues relating to any paint, lacquer or decals applied to the Apex Bike is expressly excluded from this warranty. This warranty does not cover any damage or failure due to wear and tear.

During the warranty period Apex Rides will, at no additional charge to our customers, provide replacement part(s) or repair the Apex Bike (at Apex Rides's option) if a customer’s Apex Bike becomes defective or malfunctions in any material respect or otherwise fails to materially conform to its specification. In repairing the product, Apex Rides may replace defective parts with new parts or serviceable used parts.

INVALIDATION OF THIS WARRANTY

This product warranty will be void and invalidated should the Apex Bike be:
1. used outside of a private domestic or residential environment, including any use of the Apex Bike in commercial environment or professional setting, including but not limited to any public or fee-paying gym or in any instance of the Apex Bike being rented out to a third party;
2. assembled or installed contrary to the instructions, manual or guidance issued by Apex Rides;
3. adapted, modified or repaired in any way by any party other than Apex Rides, including the addition or use on the Apex Bike of any parts or accessories sold by any entity by any party other than Apex Rides;
4. used in a way which is not in accordance with the instruction manual;
5. damaged (i) deliberately, wilfully or carelessly by any party; (ii) by water or liquid; (iii) in transit (excluding the initial delivery by Apex Rides); (iv) by any animals; (v) by anything which would ordinarily be covered by home owners contents insurance, including but not limited to damage caused by fire, flood, lightning storm, earthquake, hurricane or other adverse weather (vi) due to use in an inappropriate environment, including damage from dust or humidity that might arise from use in a cellar, outbuilding, garage or outside; or
6. subject to excessive or unusual levels of usage.
EXCLUSION OF LIABILITY

Apex Rides owes no liability and shall pay no damages in respect of any economic loss or loss of enjoyment or use related to or in connection with the repair or replacement of this product. This means that we are unable to offer any reimbursement or payment to compensate you while your product is being repaired or replaced under this warranty.

This warranty applies only to products sold within the United Kingdom. Apex Rides will not accept any liability under this product warranty unless the person seeking to rely on it is the original purchaser of the Apex Bike or if they can produce a letter, chain of letters or emails from the original purchaser which transfers the benefit of the guarantee to the new owner.

SUPPORT

If you encounter any trouble or difficulties with your Apex Bike, please refer to our online support materials and instruction manual. If your problem cannot be resolved via these channels then please get in contact with us with the model and serial number of your product. You may be asked for a proof of purchase in order for us to check and ensure your eligibility. Any evidence of alteration, erasing or otherwise forging a proof of purchase automatically void and invalidate this warranty.

Governing law and jurisdiction

This warranty and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim.