

Supply and install warranty

(Revised Jan 2011)

As per SECTION 12 of Terms and Conditions

12. COMPANY'S WARRANTY

12.1 Where any of the Equipment supplied by the Company to the Buyer is found by the Buyer within 1 year from delivery or such other time as previously agreed by the Company, to be defective in material or workmanship, the Buyer shall notify the Company of such defect within 10 days of discovery of such defect or failure and the Company shall in so far as is possible, provide a replacement part free of charge or provide replacement Equipment free of charge if the Company shall deem it necessary to do so. In no circumstances whatsoever shall the liability of the Company in connection with any such replacement exceed the cost of the Equipment thereof. The cost and responsibility for fitting replacement part/s or re-installing the damaged equipment shall rest with the Buyer.

The following defects are included within the 1 year warranty from date of delivery: failure of any bearings, clamps or plastic or rubber parts. The following defects will be covered by a 5 year warranty from date of delivery: major structural faults or failure of steel posts, bolts, bars, welds, or structural steel components.

12.2 The following defects are specifically excluded from the warranty: defects which do not affect the material and safe performance of the Equipment including scratches, dents, colour fading, weathering, instructional labels, powder coating or normal wear and tear.

12.3 The Company accepts no responsibility in any circumstances for any direct, indirect or consequential loss or damage, howsoever arising, which the Buyer may sustain in connection with Equipment supplied under the Contract.

12.4 The Company shall not be liable for a breach of the warranty in condition 12.1 unless:

- (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 10 days of the time when the Buyer discovers or ought to have discovered the defect; and
- (b) the Company is given a reasonable opportunity after receiving the notice of examining such Equipment and the Buyer (if asked to do so by the Company) either; returns such Equipment to the Company's place of business at the Company's cost for the examination to take place there or permits the Company's representative full access to examine and assess the Equipment in question.
- (c) the Buyer has adhered strictly to the terms of payment under condition 5.

13. LIMITATION OF LIABILITY

13.1 Any defective part or Equipment replaced shall belong to the Company and be returned to the Company. Any repaired or replaced Equipment or part shall be guaranteed on the same terms for the unexpired portion of the warranty.

13.2 The Company shall not be liable for a breach of the warranty in condition 12.1 if the defect is as a result of:

- (a) misuse of the Equipment, vandalism or any negligence or accident on the part of any person other than the Company; or
- (b) the Buyer makes any further use of such Equipment after giving notice of the defect to the Company; or
- (c) because the Equipment has been altered or tampered with or the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Equipment; or
- (d) unauthorised modification, alteration or repair of any of the Equipment
- (e) loss or theft of the Equipment or any part of them
- (f) damage from any other cause other than negligence of the Company or the personnel of the Company.

13.3 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

13.4 Nothing in these conditions excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

13.5 Subject to condition 13.3 and 13.4 the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, and restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Total Price.