

WARRANTIES AND LIABILITY

Terms and Conditions

7.1 Subject to the conditions set out below the Seller warrants that the Goods will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of five years from date of purchase

7.2 The above warranty is given by the Seller subject to the following conditions:-

7.2.1 The Seller shall be under no liability in respect of any defect in the Goods arising from any drawing design or specification supplied by the Buyer;

7.2.2. The Seller shall be under no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions failure to follow the Seller's instructions (whether oral or in writing) misuse or alteration or repair of the Goods without the Seller's approval;

7.2.3 The Seller shall be under no liability under the above warranty (or any other warranty condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;

7.2.4 The Seller shall be under no liability where a system has not been maintained in accordance with the Sellers recommended service schedule

7.2.5 The above warranty does not extend to parts materials or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller;

7.2.6 The Seller will bear any collection/returns carriage costs in the first 12 months only

7.2.7 Replacement parts and related labour costs are covered in full for the first 12 months only. From month 13 to 60 only replacement parts are covered by the warranty, the buyer will be liable for all labour costs and all carriage (including back to the manufacturer in Belgium) relating to the repair.

7.3 Subject as expressly provided in these conditions and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977) all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law;

7.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements Order 1976) the statutory rights of the Buyer are not affected by these conditions;

7.5 Any claim by the Buyer which is based on any defect in the quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Buyer) be notified to the Seller within fourteen days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within fourteen days after discovery of the defect or failure. If delivery is not refused and the Buyer does not notify the Seller accordingly the Buyer shall not be entitled to reject the Goods and the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered with the contract;

7.6 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Seller in accordance with these conditions the Seller shall be entitled to replace or repair the Goods (or the part in question) free of charge or at the Seller's sole discretion refund to the Buyer the price of the Goods (or a proportionate part of the price) but the Seller shall have no further liability to the Buyer;

7.7 The Seller is not and cannot be an insurer of premises and its contents. Therefore, except in respect of death or personal injury caused by the Seller's negligence the Seller shall not be liable to the Buyer by reason of any representation or any implied warranty or other term or any duty at common law or under the express terms of the contract for any consequential loss or damage (whether for loss or profit or otherwise) costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer except as expressly provided in these conditions;

7.8 The Seller shall not be liable to the Buyer or be deemed in breach of the contract by reason of any delay in performing or any failure to perform any of the Seller's obligations in relation to the Goods if the delay or failure was due to any cause beyond the Seller's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as, but not limited to, causes beyond the Sellers reasonable control:-

7.8.1 Act of God explosion flood tempest fire or accident;

7.8.2 War or threat of war sabotage insurrection civil disturbance act of terrorism or requisition:

7.8.3 Acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of governmental parliamentary or local authority;

7.8.4 Import or export regulations or embargoes;

7.8.5 Strikes lock-outs or other industrial action or trade disputes (whether involving employees of the Seller or of a third party);

7.8.6 Difficulties in obtaining raw materials labour fuel parts or machinery;

7.8.7 Power failure or breakdown in machinery;

7.9 The Goods are designed to assist in reducing the risks of loss or damage to premises and its contents so far as this can be done by the use of this type of equipment. However we do not guarantee that the Goods cannot be removed, tampered with or made to stop working by you or any unauthorised person. If this happens, we are not responsible for any losses suffered whether directly or indirectly.

7.10 The Buyer must implement their own Public Liability Insurance cover for installations of the Sellers product where the Buyer may manually activate the system (via panic button/pendent or otherwise) in the presence of third party members of staff or public