

Scorpion Automotive Ltd

Terms & Conditions of Sale

Thank you for choosing a product from Scorpion Automotive Ltd. These Terms and Conditions are applicable to Customers of the following range of vehicle security products and electronic devices provided by Scorpion Automotive Limited to the exclusion of all other Terms and Conditions:

- Scorpion
- Sigma
- Toad
- Sterling
- Datatool

Customers of Scorpion Automotive Ltd tracking products marketed under the 'ScorpionTrack' and 'Datatool TrakKING' brands should refer to the ScorpionTrack Datatool TrakKING Terms and Conditions of Sale featured on the website.

By purchasing non-tracking products from Scorpion Automotive Ltd. you are agreeing to these Terms and Conditions so please read them carefully before you submit your order to us and if appropriate take independent legal advice. We recommend that you print off a copy of these Terms and Conditions for your records. Your attention is drawn in particular to the provisions of clause 12.

1. Definitions & Interpretation

1.1 Definitions:

"Authorised Dealer"	a business whose technicians are authorised by us to install, test, maintain and uninstall Goods.
"Authorised Technician"	a technician appointed and authorised by the Authorised Dealer to install, test, maintain and uninstall the Goods.
"Business Day"	a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.
"Conditions"	the terms and conditions set out in this document as amended from time to time in accordance with clause 9.16.
"Contract"	the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.
"Customer"	the person or firm who purchases the Goods from the Supplier.
"End-user"	the end-user of the Goods.
"Force Majeure Event"	an event or circumstance beyond a party's reasonable control including, but not limited to limitations in GPS satellite, Galileo satellite, GLONASS satellite and GSM network coverage and RF interference arising from atmospheric and ionosphere conditions, buildings, other man-made structures and topographic features, radar installations and other sites producing electromagnetic waves (RF only), physical features of the vehicle itself, failures or outages on any telecommunications networks, war, riot, acts of terrorism, medical crises, civil commotion, labour strikes, embargo, fire, earthquake, flood, severe weather conditions, delay in delivery or services of subcontractors or sub-suppliers, shortage of labour or materials, confiscation or any other unforeseen event (whether or not similar in nature to those specified).
"Goods"	the goods (or any part of them) set out in the Order.
"Manufacturer's Warranty"	the Supplier's standard manufacturer's warranty from time to time applicable to the Goods or any other products supplied by the Supplier.
"Order"	the Customer's order for the Goods, as set out in the Customer's purchase order (whether online or printed), or as made over the phone to the Supplier's Customer Support Team, as the case may be.
"Supplier"	Scorpion Automotive Limited registered in England and Wales with company number 06969452.
"Warranty Policy"	the Supplier's policy for Authorised Dealers on how to handle claims under the Manufacturer's Warranty, as notified by the Supplier to such Authorised Dealers from time to time.

1.2 Interpretation:

- a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.
- any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- a reference to **writing** or **written** includes emails.

2. Basis of Contract

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions. The Customer is responsible for ensuring that the terms of the Order are complete and accurate.
- 2.3 The Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.
- 2.4 The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5 No Order which has been accepted by the Supplier may be cancelled, amended or rescheduled by the buyer except with the agreement in writing of the Supplier and on terms that the Customer shall indemnify the seller in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as result of cancellation.
- 2.6 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues, brochures or website are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

3. Goods

- 3.1 The Goods are described in the Supplier's website(s) and/or promotional materials.
- 3.2 The Supplier reserves the right to amend the specification of the Goods if required by any applicable statutory or regulatory requirements.

4. Delivery

- 4.1 The Supplier shall ensure that:
 - (a) each delivery of the Goods is accompanied by a delivery note that shows the date of the Order, the contract number, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - (b) if the Supplier requires the Customer to return any packaging materials to the Supplier, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as the Supplier shall reasonably request. Returns of packaging materials shall be at the Supplier's expense.
- 4.2 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree ("Delivery Location") at any time after the Supplier notifies the Customer that the Goods are ready.
- 4.3 Delivery is completed on the completion of unloading of the Goods at the Delivery Location.
- 4.4 Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence. The Supplier shall not be liable for any delay in delivery of the Goods that is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.5 If the Supplier fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions or any other instructions that are relevant to the supply of the Goods.
- 4.6 If the Customer fails to take delivery of the Goods within three Business Days of the Supplier notifying the Customer that the Goods are ready, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:
 - (a) delivery of the Goods shall be deemed to have been completed at 9.00 am on the third Business Day after the day on which the Supplier notified the Customer that the Goods were ready; and
 - (b) the Supplier shall store the Goods until delivery takes place and charge the Customer for all related costs and expenses (including insurance).
- 4.7 If ten Business Days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not taken delivery of them, the Supplier may resell or otherwise dispose of part or all of the Goods.

4.8 The Supplier may deliver the Goods by instalments, which shall be invoiced and paid for separately. Any delay in delivery or defect in an instalment shall not entitle the Customer to cancel any other instalment.

5. Quality

5.1 The Supplier warrants that on delivery, and for a period of 24 months from the date of delivery (“**Warranty Period**”), the Goods shall:

- (a) conform in all material respects with their description;
- (b) be free from material defects in design, material and workmanship; and
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

5.2 Subject to clause 5.3, if:

- (a) the Customer gives notice in writing to the Supplier during the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- (b) the Supplier is given a reasonable opportunity of examining such Goods; and
- (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost,

the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.

5.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty set out in clause 5.1 in any of the following events:

- (a) the Customer makes any further use of such Goods after giving notice in accordance with clause 5.2;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same. For the avoidance of doubt, only Authorised Technicians are permitted to carry out installation of the Goods;
- (c) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (d) the defect arises as a result of fair wear and tear, wilful damage, negligence, improper installation or commissioning or abnormal storage or working conditions; or
- (e) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

5.4 Except as provided in this clause 5, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.

5.5 The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded from the Contract.

5.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

6. Manufacturer's Warranty

6.1 The Supplier may from time to time offer a Manufacturer's Warranty on its products direct to End-Users.

6.2 Where the Customer is an Authorised Dealer, it agrees that it shall process and deal with any claims from end-users under the Manufacturer's Warranty in accordance with the Warranty Policy, whether or not such products are Goods supplied to the Customer by the Supplier.

6.3 The Supplier agrees that it shall comply with the Warranty Policy in respect of any claims made under the Manufacturer's Warranty which are directed to the Customer.

7. Title and risk

7.1 The risk in the Goods shall pass to the Customer on completion of delivery.

7.2 Title to the Goods shall not pass to the Customer until the earlier of:

- (a) the Supplier receives payment in full (in cash or cleared funds) for the Goods, in which case title to the Goods shall pass at the time of payment; and
- (b) the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

- (a) store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;
- (b) not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- (c) maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of delivery;
- (d) notify the Supplier immediately if it becomes subject to any of the events listed in clause 9.3; and
- (e) give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

- (a) it does so as principal and not as the Supplier's agent; and
- (b) title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 9.3, then, without limiting any other right or remedy the Supplier may have:

- (a) the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and
- (b) the Supplier may at any time:
 - (i) require the Customer to deliver up all Goods in its possession that have not been resold, or irrevocably incorporated into another product; and
 - (ii) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. Price and payment

8.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of delivery.

8.2 The Supplier may, by giving notice to the Customer at any time before delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

- (a) any factor beyond the Supplier's control (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- (b) any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Specification; or
- (c) any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions,

and if such price increase is unacceptable to the Customer, the Customer may, within **7** days of receiving notice of such price increase (but not following delivery) terminate the Contract on written notice to the Supplier without any further liability to the Supplier.

8.3 The price of the Goods:

- (a) excludes amounts in respect of value added tax ("VAT"), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
- (b) excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer.

8.4 The Supplier may invoice the Customer for the Goods on or at any time after the completion of delivery.

8.5 The Customer shall pay the invoice in full and in cleared funds by the end of the month following the month the invoice was dated **OR** as per the payment terms specified on the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Time for payment is of the essence.

8.6 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 3% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.7 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or

remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. Intellectual Property Rights

- 9.1 All Intellectual Property Rights in or arising out of or in connection with the Goods shall be owned by the Supplier. The Contract does not grant you any rights or licences in respect of such Intellectual Property Rights.
- 9.2 You shall not tamper with, modify or attempt to reverse engineer the Equipment and agree that any software contained on the Equipment or forming part of the Services is our copyright and forms part of our confidential information and shall not be disclosed by you, or used for any purpose other than in respect of the Services for so long as it remains confidential (unless otherwise required by law).

10. Termination

- 9.3 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:
- 9.3.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;
- 9.3.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- 9.3.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
- 9.3.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
- 9.4 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 9.3.1 to clause 9.3.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due to the Supplier (whether under this Contract or otherwise) on the due date for payment.
- 9.5 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.
- 9.6 On termination of the Contract for any reason the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest.
- 9.7 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
- 9.8 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11. European WEEE Directive 2002/96/EC

- 9.9 The price of the Goods does not include the costs of recycling Goods covered by the European WEEE Directive 2002/96/EC.
- 9.10 If the provisions of the European WEEE Directive 2002/96/EC as required in any local jurisdiction apply to the Goods, the financing and organisation of the disposal of the Goods are the Customer's responsibility and the Customer agrees to indemnify the Supplier against all costs, losses, damages or expenses in respect of all such liabilities.
- 9.11 The Customer will, and will procure that all end-users of the Goods will, handle the collection, transportation, delivery, processing and recycling of the Goods in accordance with all applicable laws and regulations.

12. Limitation of liability

- 9.12 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
- 9.12.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- 9.12.2 fraud or fraudulent misrepresentation;
- 9.12.3 breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

- 9.12.4 defective products under the Consumer Protection Act 1987; or
- 9.12.5 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
- 9.13 Subject to clause 9.12:
 - 9.13.1 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and
 - 9.13.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed 150% of the price of the Goods.

13. Force majeure

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. If the period of delay or non-performance continues for four weeks, the party not affected may terminate this Contract by giving seven days' written notice to the affected party.

14. General

9.14 Assignment and other dealings.

- 9.14.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 9.14.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

9.15 Entire agreement.

- 9.15.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 9.15.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation [or negligent misstatement] based on any statement in this agreement.

9.16 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

9.17 **Waiver.** A waiver of any right or remedy is only effective if given in writing [and shall not be deemed a waiver of any subsequent breach or default]. A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not:

- 9.17.1 waive that or any other right or remedy; nor
- 9.17.2 prevent or restrict the further exercise of that or any other right or remedy.

9.18 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

9.19 Notices.

- 9.19.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.
- 9.19.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 9.19.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.
- 9.19.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

9.20 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

9.21 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) 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.

9.22 **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

Scorpion Automotive Ltd

Scorpion House

Drumhead Road

Chorley

Lancashire

PR6 7DE

UK

t. +44 (0)1257 249928

f. +44 (0)1257 249938

e. sales@scorpionauto.com

www.scorpionauto.com

www.datatool.co.uk



Manufacturer's Warranty Policy

1. Definitions

"Authorised Dealer"	a business whose technicians are authorised by us to install, test, maintain and uninstall Goods.
"Authorised Technician"	a technician appointed and authorised by the Authorised Dealer to install, test, maintain and uninstall the Goods.
"Defective"	Means failing to comply with the terms of the Manufacturer's Warranty.
"End-Users"	the end-user of the Goods.
"Goods"	the Supplier's products covered by a Manufacturer's Warranty.
"Manufacturer's Warranty"	the Supplier's standard manufacturer's warranty from time to time applicable to the Goods or any other products supplied by the Supplier.
"Supplier"	Scorpion Automotive Limited registered in England and Wales with company number 06969452.

15. Authorised Dealers

All Authorised Dealers shall be responsible for processing any claims from End-Users under the Manufacturer's Warranty, regardless of whether that Authorised Dealer was the supplier of the Goods to the End-User or not.

16. Inspection

16.1 The Authorised Dealer shall inspect the Goods and make an initial determination as to whether:

- (a) The Goods are defective under the terms of the Manufacturer's Warranty; and/or
- (b) Whether the defect arises from any of the exclusions of liability under the Manufacturer's Warranty, and shall report its findings to the Supplier in writing by email.

16.2 The Supplier may require that the Authorised Dealer return the Defective Goods to the Supplier for further inspection.

16.3 The Authorised Dealer must inform the End-User that in the event that a claim under the Manufacturer's Warranty is unsuccessful, the End-User may be liable for the Authorised Dealer's costs of performing the inspection.

17. Defective Goods

17.1 Where the Goods are found or determined to be Defective, the Authorised Dealer shall, at the Supplier's option, repair or replace the Defective Goods and the Supplier shall:

- (a) supply the Authorised Dealer with any replacement Goods or parts necessary; or
- (b) reimburse the Authorised Dealer with the costs of any Replacement Goods or Parts; and pay the Authorised Dealer's reasonable cost for inspecting and de-installing the Defective Goods, repairing the Defective Goods and/or re-installing replacement goods, subject to a maximum of £140.00 plus VAT, inclusive of vehicle recovery.

18. Non-Defective Goods

18.1 Where the Goods are not found to be Defective or an exclusion under the Manufacturer's Warranty applies, the Supplier shall not be liable for the costs of the Inspection.

Manufacturer's Warranty

Terms and Conditions

The conditions below describe the prerequisites and scope of our warranty. They do not affect your statutory rights or the obligations of your retailer and your contract with them.

Please contact a Scorpion Authorised Dealer to diagnose and rectify any technical issues, including warranty repairs. Please use the Dealer Locator on www.scorpionauto.com to find your nearest Scorpion Authorised Dealer.

We provide warranty cover for this product subject to the following conditions:

- 1.** In accordance with the under-mentioned conditions (items 19-23), we will rectify defects affecting the product which are clearly attributable to material and/or manufacturing faults, provided they are reported immediately after being identified, and within 24 months of the date of purchase (the "Warranty Period"). A purchase receipt must be presented.
- 19.** Service may not be available to all the islands around the UK and Ireland. Please check with your retailer or contact our customer service department.
- 20.** The warranty does not cover:
 - 20.1 products not purchased from, and installed by, our Authorised Dealers;
 - 20.2 fragile items such as cosmetic parts or consumable items such as fuses;
 - 20.3 minor variances from nominal features which are of no significance to the product's value or fitness for purpose;
 - 20.4 if the defects stem from:
 - (a) transport damage for which we are not responsible;
 - (b) improper installation and assembly;
 - (c) improper use;
 - (d) fair wear and tear;
 - (e) wilful damage;
 - (f) negligence;
 - (g) damage caused by water or generally by exceptional environmental conditions, inappropriate operating conditions, or the product having come into contact with unsuitable materials;
 - (h) poor maintenance or failure to observe operating or installation instructions.
- 21.** We reserve the right to invalidate the warranty if repairs or other interventions are performed by persons other than our Authorised Dealers, or if our products are fitted with non-original spare parts, extras or accessories.
- 22.** Warranty provision will be free of charge and we will decide whether this will take the form of a repair or the replacement of the product. Warranty repairs or replacements will be effected at our Authorised Dealer's premises. Replaced parts pass into our ownership.
- 23.** In the event of a replacement product being supplied, we reserve the right charge an appropriate monetary offset in respect of the period of use already enjoyed.
- 24.** The provision of services under warranty neither extends the term of the warranty nor sets in motion a new Warranty Period. The Warranty Period for spare parts fitted ends with the expiry of the warranty on the Equipment as a whole.
- 25.** Other claims in respect of compensation for consequential loss are excluded, except where such liability is legally mandatory.
- 26.** These warranty conditions apply to Equipment purchased in the United Kingdom and the Republic of Ireland.