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WARRANTY COSTS & PRODUCT WARRANTY



### **AQUAHOME**

AQUAHOME is the name of our domestic filtration for the home. In this brochure we introduce you to the WET ELITE S WATER FILTRATION SYSTEM by WET ENVIRONMENTAL LTD. WET is a global, award winning group in sustainable innovation of Water-Enhancing-Technology (WET). www.wet-global.com

Safety and sustainability with a very high level of environmental consciousness throughout the business and product life cycle are WET's core beliefs.

WET are recognised by the British government, as a Knowledge Intensive Company (KIC) and is internationally recognised for its research and development. WET has been supported by the UK government via Innovate UK and holds a highly skilled in house team of specialists.

WET is extremely proud of it's innovations and hold a long list of awards and accolades that include, the EU Seal of Excellence 2018, the Best Global Technology Innovation and the prestigious winner of the best Global Bottled functional water 2019.

"Elite Sports" champion partners have now been drinking the super hydration Great Tasting product, "Pure Ionic Water™" since 2004. AQUAHOME enables customers to drink "Pure Ionic Water™" and is the no.1 environmental choice for domestic homes to preventing the need to buy inferior water in single use plastic bottles. This reduces your waste and your carbon footprint.

We have global partners with over 200 years of combined experience in sales, service and installation from bases in the UK, Monaco, South of France, Spain, Italy, the middle east and the USA. This means that we can get your system supplied, installed and commissioned with next to no lead time. WET are well placed to support the operation of your system where ever you are in the world. In the unlikely event of factory failure, our warranty covers all moving mechanical parts. Your warranty covers the first twelve months from the installation date. Or you could take out a three year warranty that supports the second and third year's or renew annually. Your filters are sent to you on the anniversary of your installation, you pay just for the post and packaging as the filters are covered in your warranty and returning

the used filters assists in our sustainable reuse program.

Installing an AQUAHOME enables WET Global to support the Water Smart Foundation in their goals to reduce microplastics polluting earth and oceans.











# THE BENEFITS OF PURE IONIC WATER™

# The water produced by your WET ELITE S WATER SYSTEM

Pure Ionic Water™ is purified and enriched with minerals providing high levels of hydrogen antioxidants and a perfect "alkaline mineral" balance for health and hydration. These minerals, also known as electrolytes help regulate fluid balance, assist the performance of the nervous system, assist muscle recovery and support the health of joints & tendons. In summary they maintain the healthy function of your body and assist recovery from sports.

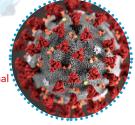
(Check out "pureionicwater.com" for additional information on the fantastic benefits of our water) even the bottled water industry labelled it as the No.1 global functional water).

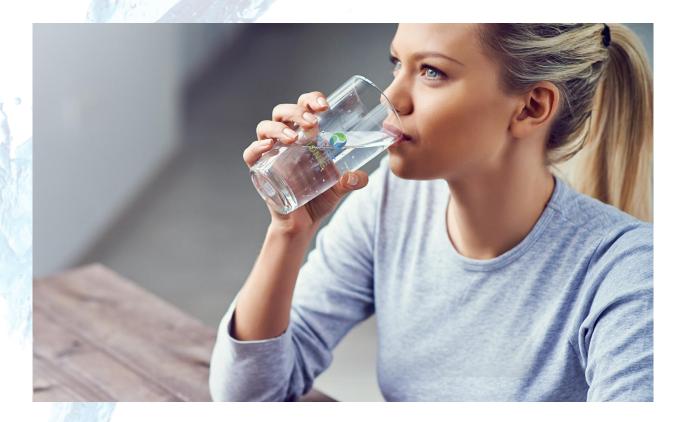
Natural mineral alkaline water that has a pH of 9 plus is inhospitable to Coronavirus. So not only are you getting the benefits from drinking Pure Ionic Water™ the scientific world believes it is the best pH of water to combat all Viruses.

The observed high pH optimum for coronavirus-induced syncytium formation is consistent with conformational changes in E2 (S) at a high pH playing an important role in virus penetration and cytopathogenicity. (Sturman et al., 1990) J Virol. 1990 Jun;64(6):3042-50.

















# ELITE SPORTS & PURE IONIC WATER™



PIW was developed in conjunction with Elite sports scientists and nutritionists. It provides a growing number of elite sports stars with the ultimate in hydration. We have been supplying since 2004 our great tasting Pure Ionic Water<sup>TM</sup>. These include:

- International Top-level athletes.
- Championship winning English Premier League football teams. (Chelsea FC, Man City FC, Leicester City FC).
- international and premiership winning rugby clubs

They insist on Pure Ionic Water™ because it is proven to rehydrate the body faster than any other commercially available water. Our Elite Sports Director and ex Team GB Performance coach Paddy Mortimer would be happy to discuss any hydration issues and confirm the status Pure Ionic Water™ has in elite sports.

"I heard this water described as, "the best water in the world", at a presentation by one of the most advanced drinks laboratories of Europe. I have seen the importance the elite athletes I work with place on staying hydrated. And now I understand why the Strength and Conditioning coaches in the biggest Rugby and Football teams recommend "Pure Ionic Water" to optimise performance. I strongly recommend this water for hydration, health and performance."

Mark Sheasby MSc, MNLP, HPD, Dip C Hyp, MNCH(Acc) Director Impress Coaching Cognitive Performance coaching for Top elite athletes in all sports

"Pure Ionic Water is the winning choice over acidic sports drinks."

Matt Lovell Top Elite Sports Nutritionist England RFU, UKA, Tottenham Hotspur FC, Manchester City FC & Perform and Function The global Number one Nutrionist expert advisory service.

"Pure Ionic Water is the best quality water available. A key component for improved performance and optimal health."

Gavin Allinson The Fat Loss Chef Certified Sports Nutritionist (CISSN). Ex-Professional RUFC.

"Drinking it fresh from your faucet, Pure Ionic Water<sup>TM</sup> provides a powerful hydrogen anti-oxidant and it promotes optimum hydration performance due to its pure water enriched mineralisation".

P Mortimer Expert Performance Coach, Ex UK Snow and Ski, Chelsea FC, England Rugby League, Leicester Tigers RUFC.



#### THESE ELITE SPORTS PARTNERS DRINK PURE IONIC WATER -











































# THE BENEFITS FOR YOUR HOME ARE MANY, HERE ARE A FEW AVAILABLE FROM OUR RANGE OF ELITE FAUCETS AS WELL AS SUPPORTING THE ENVIRONMENT

- Multi systems to suit your price point ( Multi voltage).
- Multiple choice of possibly the worlds greatest tasting water from one tap;
- Ambient temperature PIR
- Chilled PIR
- Boiling PIR
- Carbonated PIR
- Semi Carbonated PIR
- T off system to ice maker/fridge (optional)
- Hot and cold function direct from mains supply
- · No Reason to rely on single use plastic bottles , no storage or weight issues, No more costly shopping for different water types
- Small footprint for high quality build equipment
- Bespoke Glass engraved re usable bottles for daily use for owners / guest areas etc

The total cost has been recovered within a year. That simple reason is because of no need for purchasing a single use plastic bottle. As part of our commitment to the Water Smart Foundation, the WET Elite S Water System has an in-built single use plastic bottle count, this can be set and monitored. It would assist if you could link in on to the Water Smart Foundation site and register your annual bottle count saving. Thus enabling us all to support the Water Smart Foundation to prevent (its target) 1 million single use plastic bottles from polluting our planet, especially our oceans and our marine life.











### THE WET ELITE S WATER SYSTEM







The WET ELITE S WATER system is the No.1 choice of Elite Sports and the WATER SMART FOUNDATION (WSF) The system will protect the water from the harmful levels of pollutants, heavy metals, chemicals, hormones (especially Oestrogen), micro-plastics, The systems high level filtration will also protect and more importantly against any virus contamination (especially Coronavirus) which is of a major international concern.

The WET ELITE S WATER SYSTEM then enhances the clean pure water into Pure Ionic Water™ with the enrichment of NATU-RAL IONIC MINERALS.

Pure Ionic Water™ (PIW) is a natural great tasting water with an enrichment of ionic alkaline minerals (AND NOT THE UNSTA-BLE ALKALINITY created by IONISED ELECTROLYSIS SYSTEMS). There is a genuine research evidence, that drinking natural ionic alkaline mineral water, will induce various beneficial effects on the human physiology and the processes that mediate health

and recovery via superior hydration. Pure water without minerals will not hydrate.

Providing a functional water, far superior water than any bottled water. WETs unique ionic mineral water won the Global bottled water award for best functional water in November 2019. Drinking the best water from your own faucet. The water in bottles is not regulated and Bottled Water can contain unhealthy contaminants. Big brands only care about the look and feel of the brand, the water itself is valued far less. We ensure that the water is the major factor.

The WET ELITE S WATER SYSTEM produces PIW naturally and permanently enriching the water that you and your family can enjoy drinking from your ELITE S FAUCET. Or upgrade and choose sparkling, chilled or boiling pure ionic water from our recommended RANGE, The Chef Faucet or THE ELITE 3, 5, 6 or 7 multi dispensing faucets.











# THE WET ELITE S WATER SYSTEM - £4995.00

THE WET ELITE S WATER SYSTEM the new most advanced ENHANCED FILTRATION OF WATER and the ELITE S FAUCET.

The S stands for sport as the water that it produces Pure Ionic Water™ is the choice of Elite Sports.

The system based on the Natural Osmosis reverse principle but enhanced. Did you know that Seagulls use a natural osmosis reverse technique to eliminate things they don't want from the water they drink? They can remove dissolved salt, minerals, and other contaminants by filtering the water through a small membrane in their throats.













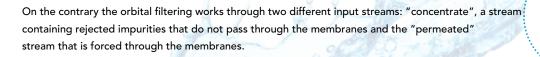




# THE WET ELITE S WATER SYSTEM PREVENTS CORONA VIRUS AND BACTERIA FROM CONTAMINATING THE DRINKING WATER

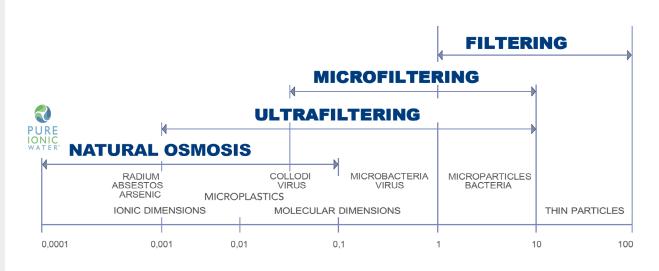
The Natural Osmotic Membrane processing forces water through a semi-impermeable membrane to separate the melted foreign bodies, either organic or inorganic. The osmotic membranes have an infinitesimal pores dimension according to Angstrom scale (1Å = 1/1000.000.000 meters).

This is why the Advanced Osmosis can be seen as a very strong filtering process actually it is not an ordinary filtering but an "orbit- al one". During the ordinary filtering the whole water solution is forced through a filtering mean and any kind of impurities not so small to pass through it, is kept or entrapped from the mean itself.









SIZE PORES IN MICRON









# WET'S ELITE S TECHNOLOGY REMOVES ALL TRACES OF MICROPLASTICS FROM WATER



- Microplastics are so small that when ingested can get into our bloodstream.
- 93% of tested big brand, bottled waters contained microplastics so question your bottled water supply.
- Although microplastic is found in both tap and bottled water, less microplastic is found in tap water than your famous brand bottled water BUT;
- NO sample tested across ANY OCEAN on the planet has been found without microplastics present.
- Plastic can absorb chemicals and when ingested can be harmful to our bodies. You are effectively absorbing polluted oil. Unfortunately microplastic from the ocean is a major health hazard for ocean life and humans.
- Approximately 90,000 micro plastics have been found to be dispensed through the average shower where no prevention is taken on land or sea.





The Water Smart Foundation is committed to provide solutions and education to protect our natural water source. WET supports the foundation and every system sold assists WET in contribution it's technology and equipment resources to the global water challenges the foundation fights.







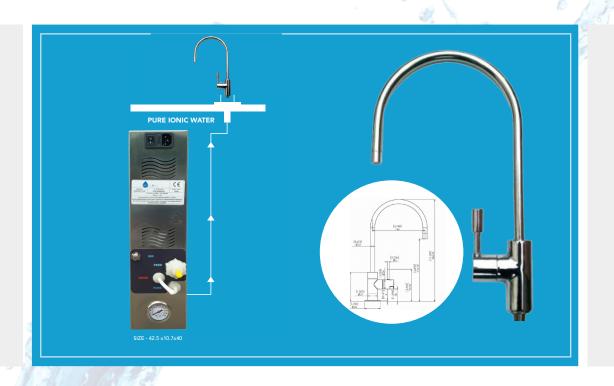


# THE WET ELITE S WATER SYSTEM & THE ELITE S FAUCET

£4995.00 (NOT INC INSTALLATION)



Single ambient function faucet (included in the WET Elite S Water System) You can upgrade to a CHEF FAUCET but subject to site survey.













# THE WET ELITE FAUCET RANGE

# THE CHEF TAP -

£4995.00 (NOT INC INSTALLATION)



The Chef tap (is also included in the ELITE PI 7 package) 3 functions: Hot and Cold Mains and Pure Ionic Water™ facility. The WET Elite S System.

# THE TRISTAR -

£5495.00 (NOT INC INSTALLATION)

Sparkling, chilled and ambient Pure Ionic Water™ function. The WET Elite S System.



# THE ELITE 5 -

£5995.00 (NOT INC INSTALLATION)



Sparkling, chilled, ambient Pure Ionic Water™ plus hot and cold mains function. The WET Elite S System.

# THE ELITE 6 -

£6495.00 (NOT INC INSTALLATION)



All in one system includes boiling, chilled, sparkling and ambient. The WET Elite S System.

# THE ELITE 7 -

£7995.00 (NOT INC INSTALLATION)











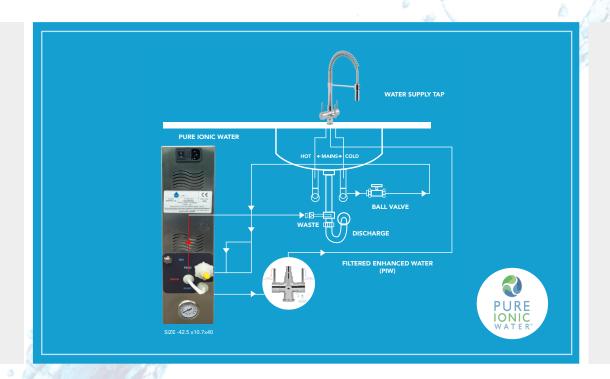


# THE CHEF TAP -

£4995.00 (NOT INC INSTALLATION)



The Chef tap (is also included in the ELITE PI 7 package) 3 functions: Hot and Cold Mains and Pure Ionic Water™ facility. The WET Elite S System.











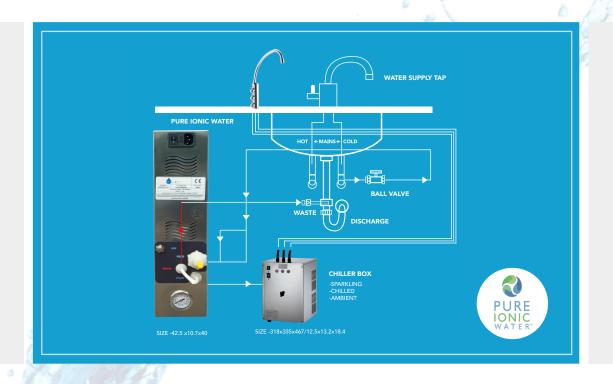


# THE TRISTAR -

£5495.00 (NOT INC INSTALLATION)

Sparkling, chilled and ambient Pure Ionic Water  ${}^{\text{TM}}$  function. The WET Elite S System.













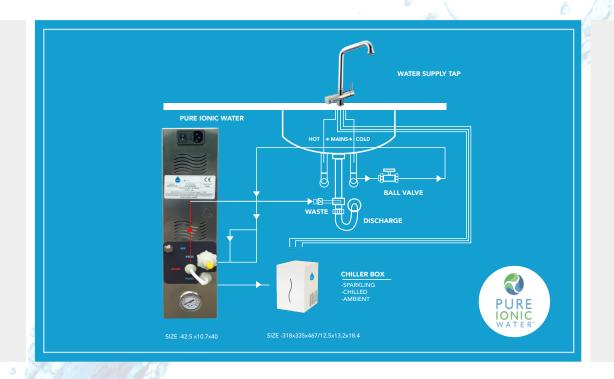


# THE ELITE 5 -

£5995.00 (NOT INC INSTALLATION)

Sparkling, chilled, ambient Pure Ionic Water™ plus hot and cold mains function. The WET Elite S System.











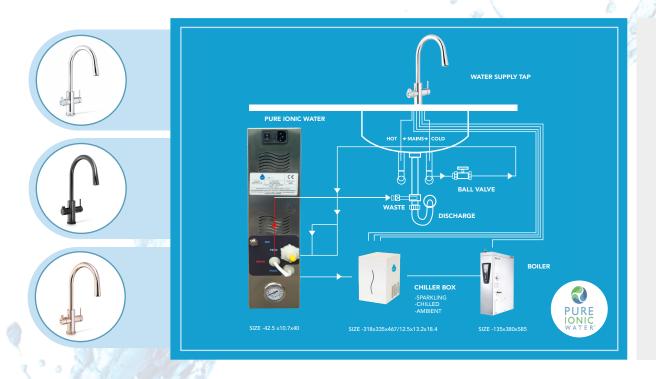




# THE ELITE 6 -

£6495.00 (NOT INC INSTALLATION)

All in one system includes boiling, chilled, sparkling and ambient. The WET Elite S System.













#### THE ELITE 7 -

£7995.00 (NOT INC INSTALLATION)

#### MODERN, ELEGANT, HIGH-TECH DESIGN, CONTEMPORARY FAUCET WITH 7 DISPENSING **OPTIONS FOR YOUR GALLEY AND / OR PANTRY**

Impressive design, exceptional build quality, high performance and high technology, perfect for total integration within one area of supply. 5 of the options are for Pure Ionic Water™ at room temperature, cold still, cold slightly sparkling, cold sparkling and hot (95°C with safety button), while 2 are for non Pure Ionic Water - cold and hot - direct from your tanks.

#### **TOUCH SCREEN -**

A flat, stylish control panel: stunning design and maximum practicality for easy cleaning and maximum hygiene. The absence of mechanical buttons, thanks to the touch-screen controls, makes for simple cleaning with a sponge!.

#### **UNRIVALLED VERSATILITY -**

The bespoke faucet with its numerous dispensing options works as the dispensing system to the Elite S Water system the total Elite system offers great versatility of different enriched Pure Ionic Water™ whilst protecting against microplastics other impurities and bacteria in the water.

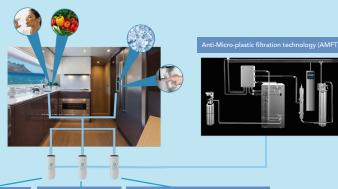




#### **ELITE PI 7**

Dispensing a superior, alkaline and energising great tasting water that you can drink.

The perfect high quality faucet range that can be used in your home, restaurant, Spa, health and wellness club, Hotels, offices, as well of the superyacht and marine environment.



Enhancement PIW Filter Anti-Microbial Technology Anti-Micro-plastic filtration technology (AMFT)









# THE ELITE 7 FUNCTIONS



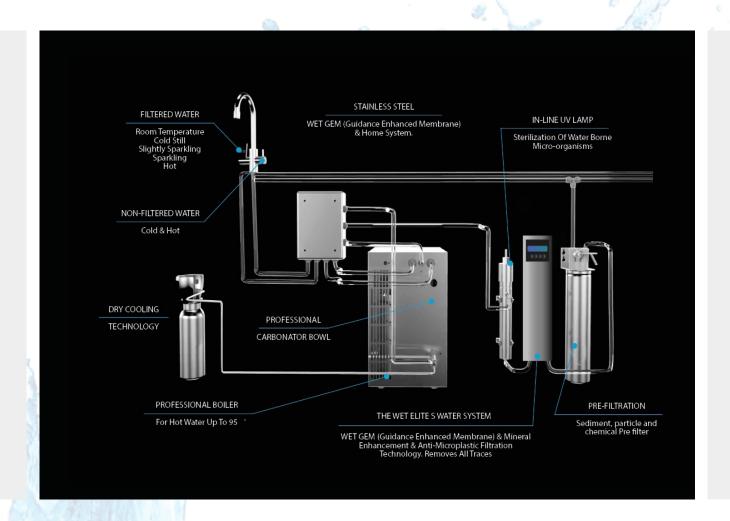








# THE ELITE 7 SCHEMATIC LAYOUT











# THE AQUAHOME SYSTEM (PRICE SUBJECT TO SITE SURVEY)

Whether you rent or own an apartment, house, cottage or estate, (including commercial buildings) the AQUAHOME system is for you.

A bespoke water system which connects to the mains water supply, preventing hard water scale build up and providing cleaner, healthier and better tasting water. The bathroom, kitchen, boiler, pipes, radiators, dish washer, fridge water and washing machine are all protected from hard built up, mineral lime scale corrosion known as "HARD-WATER". Though not good for your pipes, it is minerals in your water that are good for the human body as they hydrate you. Not the best practice to add to your cold water as it is very unhealthy to drink. With the AQUAHOME system it uses no electricity and there is no requirement for salt for softening. The system provides a suspension factor of the minerals and all you will get is a possible mineral break down instead of hard lime scale build up, which just washes away. The AQUAHOME is the most sustainable, environmentally friendly system for your whole home or building.

It is possible to protect the infrastructure in your whole house whilst also providing different pH levels at different points; for example WET can also provide an optional balanced pH skin filter for bathing and washing your hair, bespoke filter the water in your spa, steam room and or swimming pool, to specific pH levels. AQUAHOME IS THE ENVIRONMENTAL ANSWER TO YOUR WATER CONCERNS.











# **WARRANTY COSTS\***

The Warranty is included in the first year\* from the date of the signed and returned installation form sign off sheet.

The first year warranty is included in the list price of the brochure.

On the anniversary of that date you will be invoiced for the 2nd year at 18% of the list price in the brochure.

On the anniversary of the third year you will be invoiced for the 3rd year at 18% of the list price in the brochure.

Included in the annual warranty is full replacement of faulty equipment (not wear and tear) moving parts or filtration that fails on its set standard. Each Enrichment vessel has a life of 5000 litres or 12 months which ever is sooner. Each filter has a life of 5000 litres Or 12 months, which ever is sooner.

Membranes have a 18000 litre life (domestic) (15000 marine, mobile or aero nautical) or the term of the agreed warranty, which ever is sooner.

1 set of enrichment vessels cost = £300 (included in the warranty). (this set provides 8000 litres of use)

1 set of filtration vessels cost = £240 (included in the warranty). (this set provides 8000 litres of use)

1 set of membranes set cost is only available on special request and will include the circuit board, base and all other areas of supply to the membranes = £1800 (included in your annual warranty).

Circuit pump is also included in the circuit base.

Circuit pump cost £155 Included in your annual warranty.

#### **3 YEAR WARRANTY PURCHASE OFFER**

You can pay the 18% of the list price as a one off payment (As advised on your quote) before installation or before 30 days after returning the sign off sheet to WET Marine.

This payment will entitle you to a 3 year warranty that will cease on the fourth anniversary of the signed sign off sheet. (Full terms and conditions apply).

\*Filtration Only









# PRODUCT WARRANTY

#### 1. Who is eligible for the warranty

WET ENVIRONMENTAL (WE) offers a limited warranty to the end purchaser of the Product. Where you are acting as a consumer nothing in this warranty will affect your statutory rights.

This limited warranty is only applicable, if the Product was correctly installed in accordance with WE installation instructions in either the UK, an EU member state, Switzerland or Norway. This condition will be considered to have been met where installation is carried out by an installer authorised by WE.

You may only make a claim in relation to Products that have been registered with WE. Products may be registered online or by filling out a Limited Warranty Card and posting it to WET ENVIRONMENTAL LTD GREVILLE HOUSE, 11 ABBEY HILL, KENILWORTH, WARWICKSHIRE CV8 1LU, United Kingdom.

#### 2. Warranty period

WE provides this warranty for the following warranty periods provided that the Products are used in accordance with their instructions and installed within 3 months of delivery to you:

Professional appliances and equipment: a period of ONE (1) YEAR\* from the date of installation (filtration only including marine, mobile and aero nautical); Sealed Refrigeration Systems (including all original compressors, condensers, evaporators, driers, the original refrigerant and the original connecting tubing): a period of TWO (2) YEARS from the date of installation (not including marine, mobile and aero nautical);

Professional appliances and equipment, used in marine, mobile or aeronautical applications: a period of SIX (6) MONTHS (filtration 12 months) from the date of installation. An extended warranty is required at the point of sale to keep the warranty beyond this time period for all non filtration appliances. (Date of installation sign off card determines the time period subject being installed within 3 months of delivery to you or which ever is the sooner). All Chillers are advised to be situated on a gyro base stabiliser for marine and mobile use.

#### 3. What is covered by the warranty

WE warrants that your Product will comply with its specifications and any operating instructions that WE provides for the relevant warranty period as set out above from the date of installation of your Product as shown on the warranty certificate relating to your Product. This warranty is subject to the restrictions and conditions

The warranty covers the repair or replacement of all parts acknowledged to be faulty by WE or an authorised WE distributor. Labour charges are not

Exclusions - What is not covered by the warranty. This warranty does not apply if:

The relevant warranty period has expired; The Product has not been registered with us;

The serial number label is missing or unrecognisable;

The Product, or any of its parts and accessories, have been altered or repaired in a faulty or negligent manner;

Damage is caused by failure to properly install, connect, operate, maintain, or clean the Product in accordance with WE instructions, or from use in any combinations not approved in the specifications, or from any unauthorised modifications or alterations;

Damage is caused by, or resulting from, non-standard or incorrect operation;

Damage is caused by neglect, accident or other factors beyond our control (e.g. fire, flooding or storms);

Damage is caused by the use of spare parts and consumables that are not of equivalent quality to genuine WE parts or consumables; Damage is caused by transport or handling;
The Product is installed where the mains water pressure is greater than 3.5 bar and a pressure regulating valve has not been used;

The Product is installed where the mains water pressure is less than 1.5 bar and a pressure boost pump has not been used;

Unfiltered water has been used in the Product; (Subject only to a non specified filtration product)

The product has not been sanitised using the approved sanitisation products and processes recommended by WE;

The Product is installed within the same room as a swimming pool due to the high humidity and the impact this is likely to have on the internal components of the

#### 4. ADDITIONAL EXCLUSIONS

#### This warranty does not cover:

Claims in respect of any other damage or loss suffered including, without limitation, the hiring of replacement equipment, loss of business or profits, or any loss or damage to other property or items placed in, on or in the vicinity of a Product; Consumable items such as water filter cartridges;

Ordinary wear and tear of the Product;

Routine maintenance of the Product:

Changing any preset settings, valves, pumps, pipes, wires, pressure settings not in accordance to the supplied font/faucet/ pressure guidance.

Storm damage/fire/flooding;

Any changes without explicit written authority from the manufacturer.

#### 5. How to claim under the warranty

If during the relevant warranty period you find that your Product is not compliant with its specifications you should take the following steps:

- you must report the defect to WE within 14 days of discovering the fault and before the expiry of the warranty period by completing this form in the installation manual/enclosed in the delivery item box.
- in order to make a claim under this warranty, you will need to provide verification of the purchase and installation dates and Product serial number. You will be responsible for packing the Product, and WE will arrange shipping or transportation to a WE repair centre. WE shall test the Product to determine what, if any, defect there is. If the Product is defective and the defect is covered by this warranty, WE shall, if possible, repair, or make arrangements for the repair of, the Product through an authorised distributor at no cost to you. This will include parts. If WE determines that the warranted repair of any Product is impossible, the Product shall, at WE discretion, either be replaced or refunded. Replaced Products shall become the property of WE.







<sup>\*</sup>Filtration Only



Please note that the repair or replacement of any Product under this warranty will not cause the warranty period to be extended or restarted.

If WE determines that the Product is not defective, or that the defect is not covered by this warranty, you will be charged a collection charge. The amount of the collection charge will not exceed £50 per appliance. If there is a defect that is not covered by this warranty, and the Product is capable of repair, WE shall provide a quote for the repair of the Product. If you decide that you do not want to proceed with the repair, WE will charge a carriage charge to return the Product to you; such carriage charge shall not exceed £50.00 per appliance.

Where you are aware of what has caused the Product to become defective and you wish to order a replacement part, WE shall provide a replacement part free of charge provided that you return the defective part to WE within 30 days of receipt of the replacement part. If you do not return the defective part within the time stipulated, WE will issue an invoice for the price of the replacement part and applicable shipping.

#### 6. PAYMENT

- 6.1 Unless different payment terms are expressly stated in the Purchase Order Confirmation, payment terms shall be one hundred (100) percent of the Price to be paid by the Buyer upon receipt of the Purchase Order Confirmation.
- 6.2 The Buyer shall pay the Price in accordance with the payment terms in full without deduction or withholding except as required by law or otherwise in accordance with any credit terms agreed in writing between the Seller and the Buyer.
- 6.3 Unless a different payment method is expressly stated in the Purchase Order Confirmation, all payments should be made by direct electronic transfer to arrive at the Seller's bankers as detailed on the Purchase Order Confirmation by the due date and time of payment is of the essence.
- 6.4 Payment must be made by the Buyer in accordance with the payment terms in this condition 6, notwithstanding that delivery may not have taken place and/or that title to the Goods may not have passed to the Buyer.
- 6.5 All terms of payment offered to the Buyer are subject to the Seller receiving a favorable credit report from its own sources. If the credit report is unfavorable, the Seller reserves the right to change the terms of payment or cancel the order at any time before delivery or collection of the Goods.
- 6.6 If the Buyer fails to make payment in accordance with the payment terms in this condition 6, the Seller reserves the right to suspend any further deliveries to the Buyer and/or cancel any pending order set out in a Purchase Order Confirmation and/or repossess the Goods in accordance with condition 11.5 and shall charge the Buyer interest at the rate of 5% per annum above the Bank of England base rate from time to time on the amount outstanding until payment is received in full.
- 6.7 All payments must be made in the currency stated on the invoice unless otherwise agreed in writing between the Seller and the Buyer.
- 6.8 Neither party is entitled to assert any credit, deduction, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole, or in part.

#### 7. AS INCLUDED IN TERMS AND CONDITIONS

- 7.1 The Goods described in the Purchase Order Confirmation will:
- (a) conform to applicable specifications;
- (b) be of good workmanship and materials;
- (c) will be free from design defect;
   (d) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979; and
- (e) be fit for any purpose held out by the Seller.
- 7.2 The product warranty set out in this condition 7 ("product warranty") covers defects in materials and workmanship in the Goods stated in the Purchase Order Confirmation under conditions of normal use and service for a period of five years from the date on which title for the Goods pass to the original Buyer.
- 7.3 Only the original Buyer of the Goods can make a claim under this product warranty. This product warranty is not transferable to subsequent purchasers or owners of the Goods.
- 7.4 To make a claim under this product warranty, the original Buyer of the Goods must prove ownership of the Goods by registering their purchase with the Seller using the product warranty card provided with the Goods or through the Seller's website, or by providing proof of purchase when making a claim under this product warranty.
- 7.5 The Goods covered by this product warranty should be serviced and maintained in accordance with the Goods servicing instructions supplied with the Goods and the label bearing the serial number of the Goods must not be removed or defaced. Any breach of this condition 7.5 will void this product warranty.
- 7.6 The Buyer is liable for all costs related to the servicing and maintenance of the Goods.
- 7.7 This product warranty does not cover any further use by the Buyer following notice to the Seller of a claim under this product warranty, fair wear and tear, damage wilful or otherwise, deterioration or malfunction resulting from any operation contrary to our instructions or failure to follow our written or oral instructions as to storage, maintenance and use of the Goods, alteration, modification, improper or unreasonable use or maintenance, incompatibility with accessories not provided by the Seller or a Seller authorized seller, misuse, misapplication, negligence, abuse, accident, neglect, exposure to excess moisture, fire, flood, freezing, improper packing and shipping (such claims must be presented to the carrier), lightning, power surges, or other acts of nature. This product warranty does not cover any damage, deterioration or malfunction resulting from the installation or removal of this product from any installation, any unauthorized tampering with the Goods, any repairs or alterations attempted by anyone unauthorized by the Seller or a Seller authorized seller, or any other cause which does not relate directly to a defect in materials and/or workmanship of the Goods. This product warranty does not cover cartons, equipment enclosures, cables or accessories used in conjunction with the Goods.
- 7.8 This product warranty does not cover any costs for servicing to diagnose a claimed malfunction in the Goods or corrective work necessitated by repairs made by anyone other than a Seller approved technician or service calls to correct the installation of the covered Goods or to explain the usage of the Goods to the Buyer.
- 7.9 Without limiting any other exclusion herein, the Seller does not warrant that the Goods covered hereby will not become obsolete or that such Goods are or will remain compatible with any other product or technology with which the Goods may be used.









- 7.10 The Seller will, at its sole option, provide one of the following three remedies to whatever extent it shall deem necessary to satisfy a proper claim under this product warranty:
- (a) Elect to repair or facilitate the repair of any defective parts in the Goods within a reasonable period of time, free of any charge for the necessary parts and labor to complete the repair and restore the Goods to their proper operating condition. The Seller will also pay the shipping costs necessary to return the Goods once the repair is complete; or
- (b) Replace the Goods with a direct replacement or with a similar Goods deemed by the Seller to perform substantially the same function as the original Goods: or
- (c) Issue a refund of the original Price less depreciation, as determined by the Seller at its sole discretion.
- 7.11 Any return of Goods should be made in accordance with condition 8.
- 7.12 If Goods are returned to the Seller or a Seller authorized seller from which it was purchased or any other party authorized by the Seller to repair the Goods, the Goods must be insured during shipment, with the insurance and shipping charges prepaid by the Buyer. If is the Goods are returned uninsured, the Buyer shall assume all risks of loss or damage during shipment. The Seller will not be responsible for any costs related to the removal or re-installation of the Goods from or into any installation. The Seller will not be responsible for any costs related to any setting up of the Goods, any adjustment of user controls or any programming required for a specific installation of the Goods.
- 7.13 The remedies set forth in condition 7.10 are the only remedies available to the Buyer of the Goods and this product warranty contains the entire agreement between the Seller and the Buyer in relation to the warranties given by the Seller to the Buyer in respect of the Goods, to the exclusion of all other communications between the parties, whether oral or written, express or implied. To the maximum extent permitted by law, the Seller specifically excludes any and all implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose.

#### 8. INSPECTION

- 8.1 The Buyer is under a duty to inspect the Goods on delivery or collection and failure to do so shall mean the Buyer is deemed to have accepted the Goods in the condition in which they are delivered or collected and, subject to condition 9 and condition 12, the Seller shall be under no liability to the Buyer in respect thereof.
- 8.2 If the Goods cannot be examined, the carriers note or such other note as appropriate must be marked "not examined".
- 8.3 If the Buyer identifies any defects or shortages it must inform the Seller in writing within 7 days of delivery or collection, providing details of the alleged defects or shortage. The Seller shall not be liable if the Buyer fails to provide such notice.
- 8.4 If notice is given by the Buyer in accordance with condition 8.3, the Seller must be permitted to inspect the affected Goods before the Buyer uses, alters or modifies them in any way.
- 8.5 Subject to the Buyer's compliance with this condition 8 and the Seller's agreement with any alleged defects or shortages, the Seller shall at its sole discretion provide a remedy to the Buyer in accordance with condition 7 or condition

#### 9. 9. RETURNS

- 9.1 Goods may not be returned without the prior written agreement of the Seller.
- 9.2 The Seller shall only accept returned Goods if it is satisfied that those Goods are defective and that such defects would not be apparent on inspection by the Buyer.
- 9.3 If the Seller agrees that the Goods are to be returned or repaired in accordance with condition 7 or this condition 9, the Buyer must obtain a Goods return authorization reference from the Seller prior to return or repair of the Goods.
- 9.4 When returning the Goods to the Seller:
- (a) the Buyer bears the risk of returning the goods;
- (b) the Buyer bears the cost of returning the Goods (unless the seller agrees they are defective on the receipt of the defective goods, according to the warranty terms and conditions) in which case the reasonable costs for carriage in relation to a return of the Goods will be re-paid by the Seller; and (c) the Buyer indemnifies the Seller against any costs incurred in rectifying any deterioration of the Goods resulting from the Buyer's incorrect handling or storage of the Goods.
- 10. SPECIFIC EXCLUSIONS: INSTALLATION

The Seller accepts no liability in any circumstance arising from the use of the Goods (including, but not limited to, installation or relocation) by the Buyer or any third party that the Buyer contracts with independently of the Seller (including any Seller authorized seller or technician). The Seller does not provide installation services and as a result the Buyer is wholly responsible for the installation of the Goods.

#### 11. RISK AND TITLE

(e)

- 11.1 Risk of damage to or loss of the Goods shall pass to the Buyer either when the Goods are delivered to the Buyer or when the Seller notifies the Buyer that the Goods are ready for collection.
- 11.2 If the Buyer fails to take delivery of the Goods, risk shall pass to the Buyer at the time when the Seller has tendered delivery of the Goods.
- 11.3 Once delivery of the Goods has been made to the Buyer, the Buyer shall, until such time as title to the Goods passes to the Buyer:
- (a) store the Goods separately from all other goods held by the Buyer so that they remain readily identifiable as the Seller'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;

give the Seller such information relating to the Goods as the Seller may require from time to time.

- (d) notify the Seller immediately if it becomes subject to any of the events listed in condition 9.6; and
- 11.4 Legal and beneficial title in the Goods shall not pass to the Buyer until the Seller has received payment in full of the Price, plus any applicable VAT/taxes, insurance and/or delivery/packing charges.
- 11.5 The Seller reserves the right to repossess any Goods in which the Seller retains legal and beneficial title if full payment is not received in accordance with condition 7. In the event of such repossession, the Buyer shall deliver the Goods in which legal and beneficial title has not passed to the Seller at its own cost.









11.6 The Buyer's right to possession of the Goods in which the Seller retains legal and beneficial title shall terminate if:

(a) the Buyer commits a material breach of its obligations under these Standard Terms and Conditions;

(b) the Buyer suspends, or threatens to suspend, payment of its debts, or is unable to pay its debts as they fall due or admits inability to pay its debts, or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply;

(c) the Buyer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (where the Buyer is a company) where these events take place for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer;

(d) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Buyer, other than for the sole purpose of a scheme for a solvent amalgamation of the Buyer with one or more other companies or the solvent reconstruction of the Buyer:

(e) (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Buyer;

(f) (being a company) the holder of a qualifying floating charge over the Buyer's assets has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over the Buyer's assets or a receiver is appointed over the Buyer 's assets;

(h) (being an individual) the Buyer is the subject of a bankruptcy petition or order;

(i) a creditor or encumbrancer of the Buyer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days;

(j) any event occurs, or proceeding is taken, with respect to the Buyer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in condition 9.6(b) to condition 9.6(i) (inclusive);

(k) the Buyer suspends, threatens to suspends, ceases or threatens to cease to carry on all or a substantial part of its business;

(l) the Buyer financial position deteriorates to such an extent that in the Seller's sole opinion the Buyer's capability to adequately fulfil its obligations under these Standard Terms and Conditions has been placed in jeopardy; or

(m) (being an individual) the Buyer dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

#### 12. RIGHTS AND LIABILITY

12.1 Subject to these Standard Terms and Conditions and except where the Buyer is purchasing the Goods as a consumer, all warranties, conditions or other terms implied by statute or common law (save for those implied by Section 9 of the Sale of Goods Act 1979) are excluded to the fullest extent permitted by law.

12.2 The Seller shall not be liable whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any:

- (a) direct, indirect, special, incidental or consequential losses or damages suffered or incurred by the Buyer for whatever reason;
- (b) loss, damage or expense arising from loss of use or business interruption;
- (c) loss, damage or expense from third party claims;
- (d) loss, damage or expense from any damage to reputation or goodwill;
- (e) loss of business suffered by the Buyer for whatever reason;
- (f) loss of direct profits suffered by the Buyer for whatever reason;
   (g) loss of indirect profits suffered by the Buyer for whatever reason;
- (h) loss, damage or expense from failure to meet an estimated or revised delivery date or delivery shortages on delivery; or
- (i) loss, damage or expense resulting from a delay or failure to deliver the Goods due to the default of the Buyer, arising from a breach of these Standard Terms and Conditions or otherwise.
- 12.3 The Seller has no liability, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any breach of implied conditions resulting from the Buyer not following the Sellers instructions for storage, use, servicing and maintenance of the Goods.
- 12.4 Subject to condition 10.5, the Sellers maximum liability will be limited by condition 10.6.
- 12.5 Nothing in these Standard Terms and Conditions shall limit or exclude the Seller's liability for:
- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 9 of the Sale of Goods Act 1979;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for the Seller to exclude or restrict liability."
- 12.6 The Sellers maximum liability whether in contract, tort (including negligence), breach of statutory duty, or otherwise shall not exceed the actual Price paid by the Buyer for the Goods.
- 12.7 The Buyer agrees to notify the Seller of any matter that might lead to a claim for breach of contract or product warranty as soon as the Buyer becomes aware of such matters.









