

## Extent of Warranty

- a) J & E Hall Limited (the "Seller") warrants that all equipment, components and materials (the "Goods") supplied and/or manufactured by it shall be free from defects in material and workmanship during the Warranty Period (as defined below) ("the Warranty"). Unless otherwise agreed in writing by the Seller the Warranty is given to the original Purchaser only.
- b) The Warranty provided by the Seller shall commence, as specified in the Purchase Order, from the date of delivery of the Goods to the final site destination or to a storage facility, or in case of collection from the date of written notice by the Seller advising readiness of collection. The Warranty shall continue for a period of 12 months from delivery (unless a different period is agreed in writing) ("the Warranty Period").
- c) Subject to hereinafter set, the Seller will, as it in its sole discretion sees fit, repair or replace defects in the Goods (or any part thereof) manufactured by the Seller within the Warranty Period, or refund to the Purchaser the purchase price of the Goods (or proportionate part thereof), in which case it shall have no further liability to the Purchaser. The Seller's liability to the Purchaser is limited to the lesser of the cost of correcting defects in the Goods, or returning to the Purchaser the original purchase price of the Goods.

## Conditions of Warranty

- a) The Warranty is subject to J & E Hall Limited Standard Terms and Conditions of Sale (available online at <http://www.jehall.com/terms-and-conditions>). The Seller's duty to perform under this or any warranty may be delayed, at the Seller's sole discretion, until the Seller has been paid in full for all products or goods purchased.
- b) A claim by the Purchaser based on defect in the Goods must be notified to the Seller within ten (10) working days from the date of delivery, or where the defect was not apparent on reasonable inspection, within thirty (30) days from discovery of such defect.
- c) The Seller shall not incur any liability unless the Purchaser provides the Seller promptly with all information concerning the Goods, such defect, and the use, installation, operation, maintenance and storage thereof since their delivery as the Seller may reasonably request.
- d) The Seller reserves the right to inspect the Goods (or any part thereof) *in situ* or to request the return of defective Goods (or any part thereof) at the Purchaser's cost prior to accepting a claim under this Warranty.
- e) The cost of removing or dismantling the defective part, and its carriage to and from the Seller's premises and its reinstallation shall be borne by the Purchaser.
- f) The costs incurred by the Seller investigating, locating or rectifying a defect in the Goods (or part thereof), which is later established to fall outside the scope of this Warranty, shall be reimbursed to the Seller by the Purchaser at cost.

# J & E HALL WARRANTY POLICY

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- g) The Warranty will not be available for any Goods or part thereof unless and until the Seller has satisfied the Goods have since delivery been used, installed, operated and maintained in accordance with good engineering practice and printed instructions by the Seller for maintenance and operation.
- h) The Warranty will be void where the Goods have been subjected to misuse, misapplication, negligence, accidents, damage, abuse, improper storage, and abnormal use or service, or the Goods (or any part thereof) have been modified, tampered with, repaired or dismantled without the Seller's prior written consent, or where the original operation limits are exceeded, or changed.
- i) **This Warranty constitutes the Purchaser's sole remedy. It is given in lieu of all other warranties, express or implied. There is no implied warranty of merchantability or fitness for a particular purpose. Notwithstanding any other terms of any agreement between the Seller and the Purchaser, in no event and under no circumstances shall the Seller be liable for incidental, indirect, special or consequential loss or damage, howsoever arising.**