

Mandik UK - General Goods Warranty

1 Our Warranty

This warranty is issued in accordance with and subject to the Mandik UK Terms and Conditions for the Supply of Goods (**Terms**). Defined terms used in this document are as defined in the Terms unless otherwise stated.

Except where the Customer has purchased an extended warranty (in which case the warranty shall apply for the specified extended warranty period) and provided that the Customer has paid the Prices in accordance with the Terms, the Supplier warrants that for a period of 12 months from the delivery date (as per clause 4 of the Terms), the Goods shall be free from material defects in design, material and workmanship and comply in all material respects with the applicable Mandik TPM.

2 Remedy

2.1 As the Customer's sole and exclusive remedy, the Supplier shall, at its option, correct, replace or repair the Goods (or part thereof) that do not comply with this Warranty, provided that:

2.1.1 the Customer gives written notice to the Supplier by help@mandik.co.uk not later than five Business Days from delivery in the case of defects discoverable by a physical inspection, or within a reasonable period of time from delivery in the case of latent defects (**Defect Notice**);

2.1.2 such notice specifies those Goods that do not comply with the Warranty and identifies in sufficient detail the nature and extent of the defects including the non-conforming Good(s)' serial number, photographs (if relevant), delivery note, address of the location of delivery and the name and contact details of the Customer;

2.1.3 the Customer does not dismount, remove or otherwise move the Goods (or any component thereof); and

2.1.4 the Customer gives the Supplier reasonable cooperation and opportunity to examine the claim of the defective Goods including, where applicable, an opportunity to inspect the relevant Goods.

2.2 The Customer must inspect the Goods on delivery and in the presence of the delivery courier. In the case of any defects and damages caused by a delivery courier, a list of such defects must be detailed in the courier acceptance certificate (e.g. the delivery note and/or freight document) setting out sufficient detail of the nature and extent of the defects including the non-conforming Good(s)' serial number and photographs. The Customer shall immediately notify the Supplier in accordance with paragraph 2.1 and comply with the provisions set out in clause 2.1.1 to 2.1.4 (inclusive).

3 Claims Procedure

3.1 Following notification in accordance with paragraph 2.1, the Supplier shall:

3.1.1 determine the course of action to be taken by the Supplier based on the details contained in the Defect Notice; and

3.1.2 if deemed necessary following the outcome of the assessment in paragraph 3.1.1, dispatch a service engineer to the Location to evaluate the defect(s). The service engineer shall then write a service report containing a decision as to whether the Goods are in breach of this Warranty and, provided the Customer has complied with the requirements in paragraph 2.1 above and the Warranty Conditions (in paragraph 4 below), whether the warranty claim is accepted by the Supplier (and any accepted

warranty claim shall be a '**Valid Warranty Claim**'). If the service engineer cannot properly or safely access the Goods for inspection, they will not be able to assess whether there is a Valid Warranty Claim and, as a result, the Supplier shall have no liability to the Customer in respect of the Warranty, nor be required to carry out any Warranty remedy until it is established that there is a Valid Warranty Claim.

- 3.2 If the Customer has a Valid Warranty Claim, the Supplier shall, within a reasonable timeframe and at its option and cost, correct, replace or repair the affected Goods (or part thereof).

4 Warranty Conditions

- 4.1 The Customer may only repair and service the Goods with parts purchased directly from the Supplier or from a third party approved by the Supplier.
- 4.2 The Customer shall be responsible for ensuring the Supplier (and its representatives) are given access to the Goods in order to evaluate whether there is a Valid Warranty Claim. Where the Goods have been installed in the Location, the Customer shall be responsible for (and bear the costs of) giving the Supplier proper and safe access to the Goods and any removal, return and/or re-installation of the Goods (including without limitation in relation to any labour, shipping, packaging and insurance costs including any import/export charges, duties or taxes as applicable). If the claim is found not to be a Valid Warranty Claim, the Supplier shall be entitled to charge the Customer for its costs and expenses incurred in connection with processing the claim (including without limitation any wasted expenses such as the service engineer's time costs and travel expenses).
- 4.3 Only the Supplier's service engineer or other authorised personnel are allowed to inspect, correct, replace or repair the defective Goods including changing a defective part for a new one, unless previously agreed in writing by the Supplier.
- 4.4 If agreed by the parties, the Customer may be permitted to send the defective part by post or courier. Payment for all taxes, duties and charges for packaging, shipping, carriage and delivery expenses will be paid by Customer unless otherwise agreed.
- 4.5 In the event that the Supplier is unable to carry out the inspection or remedy as a result of the Customer's failure to comply with clauses 2.1.1-2.1.3 or otherwise due to the Customer's acts and omissions, the Supplier shall be entitled to charge a reasonable fee for such failed visit.
- 4.6 The Supplier shall not be liable for any failure of the Goods comply with this Warranty or otherwise liable under the Contract:
- 4.6.1 where such failure arises by reason incorrect installation, wear and tear, wilful damage, negligence or misuse of the Goods;
 - 4.6.2 where there is a reasonable non-conformity with any samples provided by the Supplier;
 - 4.6.3 to the extent caused by the Customer's failure to comply with the Supplier's and the manufacturer's instructions in relation to the Goods, including any instructions on assembly, installation, operation, storage or maintenance;
 - 4.6.4 as a result of the assembly, cabling and/or containment/installation being carried out incorrectly or by an unqualified person or without reasonable skill and care (except where the such cabling and/or containment/installation was carried out by the Supplier as part of the Services purchased by the Customer);
 - 4.6.5 where the Customer modifies, alters or repairs any Goods (or part thereof) without the Supplier's prior written consent or, having received such consent, not in accordance with the Supplier's or the manufacturer's instructions; or

- 4.6.6 where the Customer uses any of the Goods after notifying the Supplier that they do not comply with this Warranty.
- 4.7 Except as set out in this Warranty and in the Terms, the Supplier gives no warranty and makes no representations in relation to the Goods and shall have no liability for its failure to comply with any and all other warranties and conditions (including the conditions implied by ss 12–16 of the Supply of Goods and Services Act 1982 and ss 13–15 of the Sale of Goods Act 1979), whether express or implied by statute, common law or otherwise are excluded to the extent permitted.