



Heinrich Georg (UK) Ltd

Units 7 & 8
Dunstall Hill Estate
Gorsebrook Road
Wolverhampton
WV6 0PJ

Tel: 01902 715110

Fax: 01902 715221

E-Mail: enquiries@georguk.com

www.georguk.com

WARRANTY & LIMITATION OF LIABILITY

1. WARRANTY

- 1.1 Where the Company is not the manufacturer of the Goods, the Company shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to the Company in respect of the Goods.
- 1.2 The Company warrants that (subject to the other provisions of these conditions) on delivery, and for a period of 12 months (unless otherwise agreed) from the date of delivery, the Goods shall be free from material defects in materials and workmanship.
- 1.3 The warranty in condition 1.2 shall not apply to Wear and Tear Parts.
- 1.4 The Company warrants that the Services shall be carried out with reasonable care and skill.
- 1.5 The Company shall not be liable for any losses or production downtime caused by delays in the supply of a replacement parts.
- 1.6 All other warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law, excluded from this agreement.
- 1.7 The Company shall not be liable for a breach of the warranties in conditions 1.2 and 1.4 unless:
 - (a) the Buyer can provide proof of purchase of the Goods or Services;
 - (b) the Buyer gives written notice of the defect to the Company within 14 days of the date when the Buyer discovers or ought to have discovered the defect; and
 - (c) the Company is given a reasonable opportunity after receiving the notice under condition 1.7(b) of examining such Goods and the Buyer (if asked to do so by the Company) returns such Goods to the Company's place of business for the examination to take place there.



- 1.8 The Company shall not be liable for a breach of the warranties in conditions 1.2 or 1.4 if:
- (a) the Buyer makes any further use of the Goods after discovering the defect; or
 - (b) the defect arises because the Buyer failed to follow the Company's or the manufacturer of the Goods' oral or written instructions as to the storage, installation, commissioning, use, operation, or maintenance of the Goods or (if there are none) good trade practice; or
 - (c) the Buyer alters, repairs, or modifies the Goods without the written consent of the Company.
- 1.9 Subject to condition 1.7 and condition 1.8, if any of the Goods or Services do not conform with the warranties in conditions 1.2 and 1.4 the Company shall at its option repair or replace the Goods (or the defective part) or refund the price of the Goods or Services at the pro rata Contract rate provided that, if the Company so requests, the Buyer shall return the Goods or the part of the Goods which is defective to the Company.
- 1.10 The cost of removing and returning the Goods for inspection under condition 1.7(c) or for repair, replacement or refund under condition 1.9 shall be borne by the Buyer.
- 1.11 If the Company complies with condition 1.9 it shall have no further liability for a breach of the warranties in conditions 1.2 and 1.4 in respect of the Goods or Services.
- 1.12 Any Goods replaced shall belong to the Company and any repaired or replacement Goods shall be guaranteed on these terms for the unexpired portion of the 12-month period.

2. LIMITATION OF LIABILITY

- 2.1 Subject to condition 1, the following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
- (a) any breach of these conditions;
 - (b) any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
 - (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Goods.



2.2 Nothing in these conditions excludes or limits the liability of the Company:

- (a) for death or personal injury caused by the Company's negligence; or
- (b) under section 2(3), Consumer Protection Act 1987; or
- (c) for any matter which it would be illegal for the Company to exclude or attempt to exclude its liability; or
- (d) for fraud or fraudulent misrepresentation.

2.3 Subject to condition 2.2:

- (a) the Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of this agreement shall be limited to the price actually paid by the Buyer for the Goods or Services; and
- (b) the Company shall not be liable to the Buyer for loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential damage whatsoever (howsoever caused) which arise out of or in connection with the supply of the Goods or Services.

3. ASSIGNMENT

3.1 The Buyer shall not be entitled to assign this agreement or any part of it without the prior written consent of the Company.

3.2 If any provision of this agreement is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of this agreement and the remainder of such provision shall continue in full force and effect.

3.3 Failure or delay by the Company in enforcing or partially enforcing any provision of this agreement shall not be construed as a waiver of any of its rights under this agreement.

3.4 The parties to this agreement do not intend that any term of this agreement shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.



- 3.5 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law, and the parties submit to the exclusive jurisdiction of the English courts.

4. DEFINITIONS

- 4.1 The definitions in this condition apply in this agreement:

Buyer : the person, firm or company who purchases the Goods from the Company;

Company : Heinrich Georg (UK) Limited, CRN: 2174170, Unit 8 Dunstall Hill Estate, Gorsebrook Road, Wolverhampton, West Midlands, WV6 0PJ;

Goods : any goods agreed to be supplied to the Buyer by the Company including any part or parts of them;

Services: any services agreed to be supplied to the Buyer by the Company.

Wear and Tear Parts: those parts of the Goods that are identified on the parts list supplied by the Company as Wear and Tear Parts.