

## **Warranty Terms and Conditions**

Deltech UK offers the following warranty to the original purchaser if any product is defective.

Deltech warrants that if any product is defective, it will replace or repair the product or refund the purchase price. This warranty is subject to a claim being made in writing to Deltech within 36 months of the original date of dispatch. Warranty submission claims are designed to replace defectively made products to the original purchaser due to defects in material and workmanship only. Charges for damages and/or labour costs cannot be accepted, unless specifically agreed to and acknowledged in writing.

### **Warranty Conditions:**

The warranty is subject to the following additional conditions:

- The product is functionally defective.
- The product has not been subject to repair or modification made without the consent of Deltech.
- The product has not been subject to abuse or misuse, failure to follow the product instruction, such as "Pull -away", jacketing, tears, incorrect supply of power and capacity including dimming, especially with incorrect inputs of Voltage (V), Wattage (W) and Frequency (Hz).
- The product is genuine Deltech installed part.
- The product must be installed with correct product, safety and installations procedures as instituted by the IEEE (United Kingdom & Republic of Ireland (UKRI) Section of the Institute of Electrical and Electronics Engineers).
- Warranty excludes products which are subject to Wear and Tear. For LED lamps, they are only covered by warranty if the lamps light output falls below 65% of the lamp original light output and light colour exceeds 15% of original colour temperature within the period of Warranty.
- Products do not warrant surveys for energy calculations especially if surveys were incorrectly calculated.

### **Limitations of Use:**

Products sold by Deltech are not recommended or authorised for use in life support, surgical implantation, nuclear or aircraft applications or for any use or application in which the failure of a single component could cause harm to persons or property.

### **Returns Procedures:**

Warranty claim procedures:

- Customer must contact Deltech to notify Deltech of the return of any products prior to returning any products and obtain a return authorization number.
- Notifying the delivery note the original invoice number in respect of the claiming products.
- Date of failure.
- Detailed reason for claim.
- Contact details of the person raising the Claim including name and telephone number.
- The Customer must return or dispose of the products, or make them available for collection by Deltech, in accordance with Deltech's instructions and suitably packaged.
- All returning warranty claim packages must have the Return material Authorization (RMA) number clearly marked on the outside of the returned package.
- Any products which are replaced by Deltech shall become the property of Deltech. Title to replacement products shall pass to the Customer on delivery, and the period of the replacement product's warranty shall be the unexpired period of the defective product's warranty.

## Cancellations and Returns.

The customer may only return products to Deltech, receive a credit or refund, on the following conditions:

- Return of unwanted product that is not functionally defective, must be made within 60 days of the date of delivery. Products must be returned to Deltech in their original condition and packaging and in a condition which will enable them to be immediately fit for re-sale. Products must be returned to Deltech adequately packed and despatched freight prepaid, clearly labelled to: CUSTOMER RETURNS DEPARTMENT, Deltech UK Ltd.
- Customer must quote the invoice details or the Deltech reference number on the Deltech Customer Returns Form from the original delivery note.
- For products returned due to Customer error or no longer required and returned in accordance with 1 - 3 above a handling charge will be applied.
- Where the Customer returns products to Deltech not in accordance with the above (for example, after 60-days from the date of despatch or in an unfit state) Deltech will refuse delivery and return the products to the Customer or may apply a handling charge which relates to the actual cost of reprocessing.
- Deltech accepts no responsibility for any loss of or damage to products in transit from Customer to Deltech or for any items received by Deltech with them.

## Product and Availability Information

Deltech UK Ltd reserves the right, without prior notice, to discontinue any product or to make design changes as part of its continuous programme of product improvement, or to assist product availability, and such changes may take place during the life of any Deltech UK catalogue. Unless otherwise confirmed, nothing in any Deltech catalogue is to be taken as a representation of the source of origin, manufacture, or production of the products or any part of them.

## Remedies

- The remedies set out above shall be Deltech's sole liability and the Customer's sole remedy for any breach of warranty and in respect of the supply or non-supply of products and/or services.
- The Customer shall have no remedy in respect of any untrue statement made to it upon which it relied in ordering products and/or services (unless such untrue statement was made knowing that it was untrue) other than any remedy it may have set out expressly in these terms and conditions of sale. Save as expressly provided in these terms and conditions of sale, all implied warranties, terms and conditions (whether statutory or otherwise) concerning the supply or non-supply of products and/or services are excluded to the fullest extent permitted by law (including, without limitation, the implied terms of satisfactory quality, fitness for purpose and provision of services with reasonable care and skill). Deltech will not be liable to the Customer for any loss, damage or liability of any kind whatsoever which arises out of the breach of implied warranties, terms or conditions (statutory or otherwise) or breach of any other duty of any kind imposed on Deltech by operation of law. The Customer acknowledges that it is responsible for ensuring that the products and services it orders are fit for the purposes for which it intends to use them.

## Liability

Deltech shall not be under any liability for current or future damage, losses (whether direct, indirect or consequential), expenses, loss of contracts, liabilities, injuries, loss of profits, business or economic loss, depletion of goodwill, costs (including legal costs), claims, demands, proceedings, judgments or otherwise resulting from the failure of products, late/loss or incorrect deliveries or inadequate given advice or information of the company (Deltech) or that of its employees. Losses, damages and liability are limited to the company only. It excludes any of its directors or employees.

Any other loss whatsoever arising out of terms and conditions of sale shall be limited in the aggregate to £90,000 or the total value of the order, whichever is greater.