

Limited Warranty

Definitions

'the Company' means Sonifex Ltd and where relevant includes companies within the same group of companies as Sonifex Limited.

'the Goods' means the goods or any part thereof supplied by the Company and where relevant includes: work carried out by the Company on items supplied by the Purchaser; services supplied by the Company; and software supplied by the Company.

'the Purchaser' means the person or organisation who buys or has agreed to buy the Goods.

'the Price' means the Price of the Goods and any other charges incurred by the Company in the supply of the Goods.

'the Contract' means the quotation, these Conditions of Sale and any other document incorporated in a contract between the Company and the Purchaser.

This is the entire Contract between the parties relating to the subject matter hereof and may not be changed or terminated except in writing in accordance with the provisions of this Contract. A reference to the consent, acknowledgment, authority or agreement of the Company means in writing and only by a director of the Company.

Warranty and Liability

Important: the purchaser is advised to read this clause

- (a) The Company agrees to repair or (at its discretion) replace Goods which are found to be defective (fair wear and tear excepted) and which are returned to the Company within 12 months of the date of despatch provided that each of the following are satisfied:
- (i) notification of any defect is given to the Company immediately upon its becoming apparent to the Purchaser;
 - (ii) the Goods have only been operated under normal operating conditions and have only been subject to normal use (and in particular the Goods must have been correctly connected and must not have been subject to high voltage or to ionising radiation and must not have been used contrary to the Company's technical recommendations);
 - (iii) the Goods are returned to the Company's premises at the Purchaser's expense;
 - (iv) any Goods or parts of Goods replaced shall become the property of the Company;
 - (v) no work whatsoever (other than normal and proper maintenance) has been carried out to the Goods or any part of the Goods without the Company's prior written consent;
 - (vi) the defect has not arisen from a design made, furnished or specified by the Purchaser;
 - (vii) the Goods have been assembled or incorporated into other goods only in accordance with any instructions issued by the Company;
 - (viii) the defect has not arisen from a design modified by the Purchaser;
 - (ix) the defect has not arisen from an item manufactured by a person other than the Company. In respect of any item manufactured by a person other than the Company, the Purchaser shall only be entitled to the benefit of any warranty or guarantee provided by such manufacturer to the Company.
- (b) In respect of computer software supplied by the Company the Company does not warrant that the use of the software will be uninterrupted or error free.
- (c) The Company accepts liability:
- (i) for death or personal injury to the extent that it results from the negligence of the Company, its employees (whilst in the course of their employment) or its agents (in the course of the agency);
 - (ii) for any breach by the Company of any statutory undertaking as to title, quiet possession and freedom from encumbrance.
- (d) Subject to conditions (a) and (c) from the time of despatch of the Goods from the Company's premises the Purchaser shall be responsible for any defect in the Goods or loss, damage, nuisance or interference whatsoever consequential economic or otherwise or wastage of material resulting from or caused by or to the Goods. In particular the Company shall not be liable for any loss of profits or other economic losses. The Company accordingly excludes all liability for the same.
- (e) At the request and expense of the Purchaser the Company will test the Goods to ascertain performance levels and provide a report of the results of that test. The report will be accurate at the time of the test, to the best of the belief and knowledge of the Company, and the Company accepts no liability in respect of its accuracy beyond that set out in Condition (a).
- (f) Subject to Condition (e) no representation, condition, warranty or other term, express or implied (by statute or otherwise) is given by the Company that the Goods are of any particular quality or standard or will enable the Purchaser to attain any particular performance or result, or will be suitable for any particular purpose or use under specific conditions or will provide any particular capacity, notwithstanding that the requirement for such performance, result or capacity or that such particular purpose or conditions may have been known (or ought to have been known) to the Company, its employees or agents.
- (g) (i) To the extent that the Company is held legally liable to the Purchaser for any single breach of contract, tort, representation or other act or default, the Company's liability for the same shall not exceed the Price of the Goods.
- (ii) The restriction of liability in Condition (g)(i) shall not apply to any liability accepted by the Seller in Condition (c).
- (h) Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Purchaser are not affected by these Conditions of Sale.

This warranty does not affect your statutory rights.

If you need to return goods to Sonifex, for whatever reason, please contact Sonifex beforehand to receive a returns reference number.



WARRANTY REGISTRATION



Online Warranty Registration

To register your product,
please go online to
www.sonifex.co.uk/register