



1<sup>st</sup> January 2014

## 5-year parts and labour product warranty:

E2S Warning Signals (European Safety Systems Ltd) warrants all products for a period of 5 years for parts and labour, from date of invoice.

E2S prides itself on stringent quality procedures being applied throughout the product manufacturing process however, if a defect should be discovered during the warranty period, E2S will, at its discretion, repair or replace the product free of charge as soon as is reasonably practicable.

The warranty for visual signals excludes the light source.

You/the buyer must obtain a returns order reference prior to returning product.

This warranty is subject to the following conditions or the equivalent sections specified in our Terms & Conditions of Sale, whichever is the latest version.

- 9. QUALITY / GUARANTEE
- 9.1 All goods manufactured by the Company are guaranteed to the buyer only to the extent hereinafter mentioned against defects arising from verifiable faulty materials or workmanship, subject to the goods not having suffered maltreatment, inattention, modification or interference. Warranty is only applicable to those products that have been installed for use in applications and in environmental conditions deemed suitable and as specified by the Company. Excluded from the warranty are light source components such as Xenon tubes, filament or halogen lamps and light emitting diodes.

The Company's liability under this guarantee is limited to repairing or replacing any part or parts found to be defective within 5 years from the date of invoice. The decision as to whether to repair or replace shall reside solely with the Company. A returns order reference must be obtained from the Company prior to returning any goods.

- 9.2 If goods not of the Company's manufacture are ordered, the guarantee, if any, of the manufacturer of such goods is effective. Specifically:
  - (a) A151 2 years
  - (b) E2S22D, E2S28D, IS-pB1, K-SML05/10/15 1 year
- 9.3 Where the buyer is buying in the course of business all warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 9.4 The Company shall not be liable for a breach of the guarantee in condition 9.1 unless:
  - (a) the Buyer gives written notice of the defect to the Company, and, if the defect is as a result of damage in transit to the carrier, within 7 days of delivery; and
  - (b) the Company is given a reasonable opportunity after receiving the notice 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 at the Buyer's cost for the examination to take place there.
- 9.5 The Company shall not be liable for a breach of the guarantee in condition 9.1 if:
  - (a) the Buyer makes any further use of such Goods after giving such notice; or
  - (b) the defect arises because the Buyer failed to follow the Company's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or
  - (c) the Buyer alters or repairs such Goods without the written consent of the Company.