

PROTEC BATHS

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PROTEC BATHS LTD 5 Year Warranty Information

(Extract from Full Terms & Conditions - <https://www.protecbaths.com/termsandconditions>)

13 Warranties

- 13.1 We will replace or repair (in our absolute discretion) any Goods which are affected by defects provided that any defects are reported promptly to Us and within 5 years of the date of invoice. Following the expiration of the 5 year period, We will have no liability under this clause 13.1.
- 13.2 We shall have no other warranty whether set out in this clause 13 or otherwise:
- 13.2.1 if the total price due under this Contract has not been paid by You on the due date for payment; or
- 13.2.2 if a claim under this clause 13 is not notified in writing to Us immediately upon the defect or fault arising or where the same should have been discovered and, in any event, no later than 7 days after the same; or
- 13.2.3 where a claim is in respect of an alleged defect in a part of the Deliverables, no later than 28 days after delivery of that part to You; or
- 13.2.4 where You proceed with any investigation or repairs without Our approval; or
- 13.2.5 if the Deliverables have not been installed, maintained or serviced in accordance with Our or any relevant third party manufacturer's recommendations and guidelines and You shall keep a record of all such maintenance and servicing and copies of any third party maintenance or servicing invoices, which We shall be entitled to inspect at any time in relation to a warranty claim; or
- 13.2.6 for any defects or damage resulting from:
- (a) improper use or installation and/or use or installation not in accordance with Our instructions;
 - (b) improper or inadequate maintenance;
 - (c) unauthorised modification or alteration of the Deliverables;
 - (d) neglect, misuse or abuse of the Deliverables;
 - (e) exposure to corrosive elements or incompatible products (including bath products);
 - (f) exposure to a heat source;
 - (g) normal wear and tear;
 - (h) wear and tear caused by multiple installations and dismantling beyond Our initial installation;
 - (i) incorrect storage or handling;
 - (j) exposure to temperatures or environments other than those recommended by Us;
 - (k) vandalism or intentional damage whether by You or a third party;
 - (l) exceeding the recommended safe working load or other such guidance (or good practice)

and in any of those circumstances set out in clauses 13.2.1 to 13.2.5, We shall be entitled to reject a warranty claim.

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- 13.3 The Deliverables or any part claimed to be defective must immediately after notification under clause 14.3.2 be returned to Us at Your expense unless it is or technically impossible to do so or there is a serious risk of damage in transit. If, after We have inspected the returned Deliverables, We accept Your warranty claim, We will refund You the reasonable costs of returning them to Us.
- 13.4 If the Deliverables or part claimed to be defective cannot be returned to Us under clause 14.4, We will visit the location of the defective Deliverables as soon as practicable after notification of a claim in order to inspect and test the Deliverables and will undertake or arrange to undertake any remedial work or replacement confirmed as covered by the warranties in this clause 14.
- 13.5 Our obligation under this clause 14 shall cease if it is shown that any alleged, defect or fault found to be present resulted from an unauthorised modification of the Deliverables, or use of the Deliverables for a purpose other than for one for which they were intended, or misuse or abuse generally, or if the original identification or marks have been removed or altered, or any one of the above whether in combination or otherwise.
- 13.6 In the case of a warranty claim not being proven to Our satisfaction or it being determined that the claim falls outside the terms of this warranty, You shall pay to Us the reasonable expenses incurred by Us or Our Personnel, in visiting the location, inspecting, investigating and reporting on the complaint and We shall be entitled to exercise a lien on the Deliverables (if it has been returned to Us under clause 14.5) until such expenses have been paid.
- 13.7 The warranty under this clause 14 may not be transferred or assigned by You.
- 13.8 Our liability under this clause 14 shall be limited as follows:
- 13.8.1 We do not exclude or limit Our liability for death or personal injury due to Our negligence, for fraud or fraudulent or for any other matters that we are not permitted to limit or exclude our liability in law.
- 13.8.2 Except for those situations set out in clause 14.9.1, our liability is limited to the contract value of the Deliverables or £25,000 whichever is the lower sum.
- 13.8.3 We do not accept liability for any loss of or damage to property, loss or use or any consequential or indirect loss or any nature whatsoever.
- 13.8.4 No liability is accepted for any damage caused by negligence, neglect, corrosion, ingress of any foreign matter into the Deliverables or onto a component, lack of servicing, over-heating or freezing, abuse or wilful damage to the Deliverables or any components whether or not the component is otherwise covered by this warranty.
- 13.8.5 No liability is accepted for components that have been fitted incorrectly or for the effects of poor repairs other than those fitted or repaired by Us or on Our behalf.
- 13.8.6 We shall not be liable for any failure of or design of the Deliverables or for the absence of any part or mechanisms which were not included in the design and/or were not installed.
- 13.8.7 We shall not be liable for any cost of any servicing or service items where such work is for Your convenience, undertaken at the same time as or incidental to any warranty work, and such servicing or service items shall be invoiced to You as if they had been undertaken or supplied independently of any warranty work.
- 13.8.8 We shall not be liable for any consequential loss or damage to components or any part of Your equipment or machinery not covered by any warranty under this clause 14.
- 13.8.9 Any warranty is voidable by Us if You or anyone acting on Your behalf fails to disclose, misrepresents or misdescribes any material fact. If We void any warranty, We will void it in its entirety and all warranty cover shall cease immediately.
- 13.9 Our liability under this clause 14 replaces any warranty or condition implied by law.