

Manufacturer's Warranty (excluding Flood Angel® Flood Defender™ Doors)

FLOOD ANGEL LTD

Your flood defence products have been purchased with the benefit of a 2 year Manufacturer's Warranty (unless otherwise stated). The details are set out below. The term "Customer" means the person who purchased the Flood Angel or Flood Angel approved product new, from us or via one of our approved installers or authorised distributors.

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1 The terms and conditions, warranties and other provisions contained within this warranty document shall only apply if:

- 1.1** the products which accompanied this warranty ("Products") were purchased from Flood Angel Ltd ("Manufacturer") directly or one of their approved installers ("Installer") or one of their authorised distributors ("Distributor"); and
- 1.2** the registration form accompanying this document has been completed in full and returned to the Manufacturer as directed on the registration form.

2 Subject to the following provisions, the Manufacturer warrants to the Customer that the Products will correspond with their specification at the time of delivery and will be free from defects in material and workmanship for a period of 24 months (unless otherwise specified) from the date of purchase of the Products.

3 The above warranty is given by the Manufacturer subject to the following conditions:

- 3.1** the Manufacturer shall have no liability (whether to the Customer or any third party) in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Manufacturer's instructions (whether oral or in writing), misuse or alteration or repair of the Products without the Manufacturer's approval, failure to store the Products properly, failure to deploy and/ or incorrect deployment of the Products;
- 3.2** the Manufacturer shall have no liability under the above warranty (or any other warranty, condition or guarantee) if and for so long as the total price for the Products has not been paid in full;
- 3.3** the above warranty does not extend to parts, materials or equipment not produced by the Manufacturer. The Customer shall only be entitled to the benefit of any such warranty or guarantee if and to the extent that it has been given by the manufacturer of the said part, material or equipment to the Manufacturer and is capable of being assigned by the Manufacturer to the Customer.

4 Subject as expressly provided in this warranty, and except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Products are sold to a person dealing as a consumer, his or her legal rights are not affected by the provisions of this document.

5 A claim by the Customer which is based on any defect in the quality or condition of the Products or their failure to correspond with specification shall (whether or not delivery is refused by the Customer), in the case of defects that were apparent or should reasonably have been apparent at the time of delivery, be notified to the Manufacturer via the Installer or Distributor (as the case may be) within seven days from the date of delivery and in the case of latent defects, within a reasonable time of discovery of the defect (but always within the warranty period described in clause 1.2 above). Following such notification the Customer shall, at its own expense, return such Products to the Manufacturer for examination. If, upon examination, the Products shall be defective or shall fail to correspond with their specification then the Manufacturer shall (in addition to the other provisions of this warranty) refund the reasonable costs of such carriage to the Customer. If the Customer does not notify the Installer or Distributor (as the case may be) accordingly, the Customer shall not be entitled to reject the Products and the Manufacturer shall have no liability for such defect or failure.

6 Where a valid claim in respect of any of the Products which is based on a defect in the quality or condition of the Products or their failure to meet specification is notified to the Manufacturer via the Installer or Distributor (as the case may be) in accordance with paragraph 5 above, the Manufacturer may, at its sole discretion, replace the Products (or the part in question) free of charge or refund to the Customer the price of the Products (or a proportionate part of the price) via the Installer or Distributor (as the case may be), in which case the Manufacturer shall have no further liability to the Customer.

7 The Manufacturer shall have no liability to the Customer, whether under the warranties set out in paragraph 2 above or otherwise for any loss, damage, costs, expenses or other claims for compensation arising from any instructions supplied by the Customer which are incomplete, incorrect, inaccurate, illegible, out of sequence or in the wrong form, or arising from their late arrival or non-arrival, or any other fault of the Customer.

8 It shall be the responsibility of the Customer at all times to ensure that the Products shall be properly used, maintained and repaired at all times in such a way that the use by the Customer of the Products shall not cause any damage or loss to the property or premises at which the Products are installed. The Manufacturer shall be under no liability to the Customer for any loss or consequential loss arising from the Customer's failure to comply with this provision.

9 It shall be the responsibility of the Customer to ensure that when a property is vacated all Products are left in full working order along with all deployment and maintenance instructions. The Manufacturer shall not be liable if Customer fails to leave Products in full working order or if the new property occupant fails to undertake appropriate deployment/maintenance training as specified by the Manufacturer.

10 Except in respect of death or personal injury caused by the Manufacturer's negligence, or liability for defective products under the Consumer Protection Act 1987, or except as otherwise set out in these Terms, the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, or (in particular but without limiting the severability of this clause) in respect of any damage or loss caused by overwhelming / overtopping flooding, impact damage, third party intervention (e.g. vandalism), for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of the Manufacturer, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products (including any delay in supplying or any failure to supply the Products in accordance with the Contract or at all) or their use by the Customer, and the entire liability of the Manufacturer under or in connection with the Contract shall not exceed the price of the Products.

11 The Manufacturer shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Manufacturer's obligations in relation to the Products, if the delay or failure was due to any cause beyond the Manufacturer's reasonable control. Without limiting the foregoing, the following shall be regarded as causes beyond the Manufacturer's reasonable control:

- 11.1** Act of God, explosion, tempest, fire or accident;
- 11.2** war or threat of war, sabotage, insurrection, civil disturbance or requisition;
- 11.3** acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
- 11.4** import or export regulations or embargoes;
- 11.5** strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Manufacturer or of a third party);
- 11.6** difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 11.7** power failure or breakdown in machinery.

12 The terms of this warranty are governed by the laws of England and Wales and the courts of England and Wales shall have exclusive jurisdiction in the event of any dispute.