



CMD Limited Warranty Policy for Reach Spring Assisted Monitor Arm

The foregoing warranty is exclusive and hereby supersedes all other warranties, with the exception of any warranties required and or implied by United Kingdom Law.

CMD Limited ("CMD") warrants that its Reach Spring Assisted Monitor Arm (the "Product") will be free from defects in material and workmanship and agrees, at its option, to repair or replace those parts which are confirmed as defective by CMD, under the following terms and conditions:-

Coverage Limitation

1. This warranty is only valid and exercisable by the original purchaser of new Product from CMD who has paid the full contract price for the Product.
2. This warranty is not transferable unless expressly assigned under a Deed of Assignment signed by CMD.
3. If notified within a period of Ten (10) calendar years from the original date of delivery to the purchaser, CMD shall, at its sole option, either repair or replace all non-consumable parts found to be defective, under the guidelines herein, free of charge. CMD's entire liability for any defective Product shall in no event exceed the purchase price of the Product. CMD reserves the right to determine whether the part is a consumable or a non-consumable part and whether the Product or part is defective.
4. This warranty does not entitle the purchaser to upgrade to newer models or to Product enhancements.
5. CMD shall not be liable for any costs or expense incurred which does not arise from a defect covered by this Warranty Policy. CMD shall be entitled to charge for any labour costs such as inspection, normal servicing, reinstalling, transportation charges or any other expense incurred or service requested which is not covered under the terms of this Warranty Policy.
6. In the event that the Product required for replacement is no longer in production and/or is obsolete, CMD will repair the Product with similar or like parts of equal value.
7. Following authorisation by CMD, Product and parts purchased on a supply only basis which are deemed to be defective should be returned by the purchaser at their own cost to CMD for inspection. If found to be defective under the terms of this Warranty Policy, either repair or replacement will be made and returned to purchaser at CMD's cost.

Warranty Conditions

The above limited warranty is subject to the following conditions:

1. CMD warrants all fully paid up Product to be free from defects in material or workmanship under normal operation and/or in accordance with the manufacturer's specification/operation manual.
2. Warranty covers the factory configured base system only when this is operated within the system design parameters for the individual Product and shall not be applicable for any modifications, incorrect installations or deviation from the application specification made by the purchaser or by any third party.
3. Defects warranted by CMD are limited to those defects that occur during normal operation of the Product in accordance with the manufacturer's specification/operation manual.
4. The warranty does not extend to damage caused by:
 - Fair wear and tear;
 - Liquid Spillage, acid or other chemical contaminants causing fouling, blockages or damage to the Products themselves;
 - Non compliance with the manufacturer's recommendations and parameters stated in the installation and operation manual supplied with the product;
 - Insect or vermin infestation;
 - Attempted installation or repair by anyone other than a certified CMD Technician;

CMD Ltd, Sycamore Road, Eastwood Trading Estate, Rotherham. S65 1EN

T: +44 (0) 1709 829511 | F: +44 (0) 1709 378380
E: enquiries@cmd-ltd.com | W: www.cmd-ltd.com

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VAT No. GB 927 2314 33. WEEE Car No. WEE/BE0005ZR





- Faulty installation, repair or servicing by any third party including but not limited to: - shortfalls in installation practices; connection of electrical supplies not of the specified voltage or frequency; poor commissioning techniques; lack of adequate scheduled or preventative maintenance;
 - Changes in the normal settings of the Product;
 - Damage due to alteration by the purchaser, installer or end user;
 - Operation of the Product outside of the relevant manufacturer's specification;
 - Damage to parts and/or Product due to abuse, misuse, accident, improper maintenance, mishandling or use in violation of manufacturer's specifications or user instructions as furnished by CMD;
 - Damage due to improper packaging or re-packing by a third party;
 - Damage occasioned by any third party or caused by conditions beyond CMD's reasonable control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), vandalism, wars, acts of terrorism, insurrections.
5. Warranties can only be honoured if the Product was purchased as new direct from CMD and the Product is installed within the United Kingdom, Ireland or mainland Europe.

Any replacement parts furnished at no cost to the purchaser in fulfilment of this warranty are warranted only for the unexpired portion of the original warranty. Any service or repair provided outside the scope of this limited warranty shall be at CMD rates and terms then in effect.

6. Under no circumstances is CMD obligated or responsible, under its terms of warranty, for any additional component built in, bundled or otherwise attached to the original CMD Product. In addition, CMD is not liable for warranty on any unit that has been damaged as a direct or indirect result of purchaser's "Value Added Feature" or other building or service feature.
7. NORMAL "WEAR AND TEAR" IS NOT COVERED BY THIS WARRANTY. FURTHER, CMD HEREBY RESERVES THE RIGHT TO DETERMINE "WEAR AND TEAR" ON ANY AND ALL PRODUCT.
8. CMD is not responsible for damages of any kind including, but not limited to, direct or indirect damages, lost profits, lost savings, or other special incidental, exemplary or consequential damages whether for breach of contract, tort or otherwise, or whether arising out of the use of or inability to use the Product, even if CMD or any dealer, distributor or authorized service provider/partner has been advised of the possibility of such damages, or any claim by any other party.
9. This Warranty does not affect the purchaser's legal rights if he purchases as a Consumer. "Consumer" means any natural person acting for purposes outside their trade, business or profession and shall not include a purchaser who is a corporate legal entity who purchases in the course of its trade or business or any Reseller of the Goods and Services or as may otherwise be defined by the Unfair Contract Terms Act 1977.

To Obtain Warranty Service, please contact the CMD Customer Services Department at Tel **No: - 01709 829511** Monday through Friday United Kingdom working time (9.00 a.m. to 5:00 p.m.) to determine the nature of the problem. PLEASE ADVISED THAT CMD IS NOT LIABLE FOR ANY DAMAGE CAUSED BY ANY THIRD PARTY WHO MAY HAVE BEEN EMPLOYED BY THE PURCHASER TO INSTALL, SERVICE OR MAINTAIN THE PRODUCT. TAMPERING OR REMOVING THE SERIAL NUMBER ON THE PRODUCT WILL VOID THIS WARRANTY IN ITS ENTIRETY.

