



# CMD Warranty Policy

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

CMD Limited trading as "CMD" warrants installations by CMD Ltd to be free from defects in material and workmanship and agrees to repair or replace those parts, which are confirmed as defective by a CMD Technician, under the following terms and conditions:-

## Coverage Limitation

- 1.This warranty is only valid and exercisable by the original purchaser of new products from CMD who has paid the full contract price for the product(s).
- 2.This warranty is not transferable unless expressly assigned under a Deed of Assignment signed by CMD.
- 3.Within a period of One (1) calendar year 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. For the avoidance of doubt, consumable parts shall include, but shall not be limited to, lamps and batteries.
- 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, 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- 6.In the event that the product required for replacement is no longer in production and/or is obsolete, CMD will repair the product with similar or like parts of equal value. If a similar or like part is not available, a charge may be incurred to the Purchaser, for any upgraded part or product substituted.
- 7.Products and parts purchased 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.

Document No.04.021  
Issue No. 005

Issued by; G. Graham  
Approved by; S. Cole

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Registered in England Reg No. 2290387  
VAT No. GB 927 2314 33. WEEE Car No. WEE/BE0005ZR



FM 541560

EMS 579214



## Warranty Conditions

The above limited warranty is subject to the following conditions:

1. CMD warrants all fully paid up products 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 sensors or 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;
- 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 end user;
- Operation of the products outside of the relevant manufacturer's specification;
- Damage to parts and/or products 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.

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Quality  
Management

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Environmental  
Management

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5. Warranties can only be honoured if the product was purchased as new direct from CMD and the products are installed within the United Kingdom, Northern Ireland, the Channel Islands or the Republic of Ireland only. Warranties are not available for leased products.

6. 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.

7. 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.

8. 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 PRODUCTS.

9. 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.

10. 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 Technical Department at CMD **Tel No: - 01709 829511** Monday through Friday United Kingdom working time (9:00 a.m. to 5:00p.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 IT.**

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