



CMD Warranty and Limitation Policy

This warranty is to the exclusion of, and hereby supersedes, all other warranties and representations, with the exception of any warranties required and or implied by English Law.

The Company warrants that, for the period of twelve (12) calendar months from the date of delivery to the Buyer (“Warranty Period”) its Goods 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 the Company, subject to the following terms and conditions:-

Coverage Limitation

(a) This warranty is only valid and exercisable by the original purchaser of new Goods from the Company who has paid the full contract price for the Goods and subject to the Warranty Conditions set out below.

(b) This warranty is not transferable.

(c) If notified of a defect within the Warranty Period, the Company shall, subject to the limitation of liability provisions contained herein, at its sole option, either repair or replace all non-consumable parts found to be defective, under the guidelines herein, free of charge. The Company’s entire liability for any defective Goods shall in no event exceed the purchase price of the defective Goods. The Company reserves the right to determine whether the part is a consumable or a non-consumable part and whether the Goods or parts are defective.

(d) This warranty does not entitle the Buyer to upgrade to newer models or to product enhancements.

(e) The Company shall not be liable for any cost or expense incurred which does not arise from a defect covered by this warranty. The Company 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.

(f) In the event that the Goods required for replacement are no longer in production and/or are obsolete, the Company will attempt to repair or replace the Goods with similar or like parts of equal value.

(g) Following authorisation by the Company, Goods purchased on a supply only basis which are claimed to be defective should be returned by the Buyer at their own cost to the Company or any Company designee, notified to the Buyer, for inspection. If found to be defective under the terms of this warranty, either repair or replacement of the defective Goods will be made and returned to Buyer at the Company’s cost.

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Issued by: J. Cox
Approved by: J. Holding

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

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E: enquiries@cmd-ltd.com | W: www.cmd-ltd.com

Registered in England Reg No. 2290387
VAT No. GB 927 2314 33. WEEE Car No. WEE/BE0005ZR
DM_EU 15303972-2.T16117.0010



FM 541560

EMS 579214



Warranty Conditions

The above limited warranty is subject to the following conditions:

(a) The Company warrants Goods to be free from defects in material or workmanship only under normal operation and/or in accordance with the manufacturer's specification/operation manual.

(b) The warranty covers the Goods as supplied and shall not be applicable for any modifications, incorrect installations or deviation from the specification made by the Buyer or by any third party.

(c) The warranty does not extend to damage caused by:

- Liquid Spillage, acid or other chemical contaminants causing fouling, blockages or damage to the Goods themselves;
- Non-compliance with the manufacturer's recommendations and parameters stated in the installation and operation manual supplied with the Goods or otherwise notified to the Buyer;
- Insect or vermin infestation;
- Attempted installation or repair by anyone other than a certified Company technician;
- Faulty installation, repair or servicing by the Buyer or 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 Goods;
- Damage due to alteration by or on behalf of the Buyer, installer or end user;
- Damage to parts and/or Goods due to abuse, misuse, accident, improper maintenance, mishandling or use in violation of manufacturer's specifications or user instructions provided by or on behalf of the Company;
- Damage due to improper packaging or re-packing by a third party;
- Damage occasioned by the Buyer or any third party or caused by conditions beyond the Company'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.

(d) Warranties can only be honoured if the Goods were purchased as new direct from the Company and the Goods are installed within the United Kingdom.

(e) Any replacement Goods furnished at no cost to the Buyer in fulfilment of this warranty are warranted only for the unexpired portion of the original Warranty Period. Any service or repair provided outside the scope of this limited warranty shall be at the Company's rates and terms then in effect.

(f) Under no circumstances is the Company obligated or responsible, under its terms of warranty, for any additional component built in, bundled or otherwise attached to the original Goods. In addition, the Company is

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not liable for warranty on any Goods or parts thereof that have been damaged as a direct or indirect result of Buyer's "Value Added Feature" or other building or service feature.

(g) NORMAL "WEAR AND TEAR" IS NOT COVERED BY THIS WARRANTY. FURTHER, THE COMPANY HEREBY RESERVES THE RIGHT TO DETERMINE "WEAR AND TEAR" ON ANY AND ALL GOODS.

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

(i) Save to the extent expressly set out in these Sale Terms and to the extent permitted by law, the Company is not responsible for damages of any kind including, but not limited to, direct or indirect damages, lost profits, lost savings, or any special incidental, exemplary, punitive or consequential damages whether for breach of contract, tort or otherwise, or whether arising out of the use of or inability to use the Goods, even if the Company or any dealer, distributor or authorized service provider/partner has advised of the possibility of such damages, or any claim by any other party.

(j) NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY AND TO THE EXTENT PERMITTED BY LAW, THE COMPANY'S ENTIRE LIABILITY TO THE BUYER, WHETHER PURSUANT TO ANY PROVISION OF THESE SALE TERMS, THE CONTRACT, ANY INDEMNITY, OR OTHERWISE IN CONTRACT, TORT OR OTHERWISE HOWSOEVER, SHALL BE AN AMOUNT EQUAL TO THE AMOUNTS ACTUALLY PAID BY THE BUYER TO THE COMPANY FOR THE GOODS WHICH ARE THE SUBJECT OF THE CLAIM FOR LIABILITY.

Signed

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Jon Holding
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Jon Holding
General Manager

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