

### **Guarantee for DVS branded products**

- (i) This guarantee is provided for products which are DVS branded and excludes push taps and TMV's which are supplied with a twelve month guarantee. This guarantee is conditional on the parts being installed and commissioned according to the supplied instructions and relevant regulations. It is also conditional on any routine maintenance detailed in the instructions or required by regulations being carried out as specified. All other products supplied by Dart Valley Systems Ltd are guaranteed for twelve months or as per the manufacturers guarantee whichever is longer.
- (ii) Any defects which under proper use appear in the Goods within a period of 5 years (or unless otherwise stated) after delivery and which are due to faulty materials, workmanship or design will be made good by us either by repair or, at our option, by replacement provided that the Goods or the defective parts thereof are returned to us, carriage paid and suitably packaged, within the 5 year period, together with a claim in writing which specified the date of purchase. No goods may be returned for credit unless previously agreed with us and a RMA (Return Merchandise Authorisation) number and Return of Goods Form will be issued. A completed form must be returned with the goods and goods will not be processed without this form. Our sole obligation and your sole remedy under this provision is limited to the cost of repair or replacement of the Goods supplied.
- (iii) All items added to or incorporated into the Goods prior to return to us. We shall not be liable in respect of any loss or damage resulting from any such items not so removed being damaged and the return of the Goods by you will authorise us to remove such items from the Goods without liability.
- (iv) Our guarantee is provided by us and accepted by you in substitution for all express or implied representations conditions or warranties, statutory or otherwise, as to the state, quality, fitness for purpose, or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship and all such representations conditions and warranties are hereby excluded.
- (v) Except for any liability which we may incur through death or personal injury resulting from negligence or under Part 1 of the Consumer Protection Act 1987 and save as provided in these conditions we shall not be liable in any way whatsoever whether in contract, in tort, in misrepresentation or under statute or common law or otherwise (whether caused by our negligence or otherwise) in respect of defects in the Goods or failure to correspond to specification or sample or for any injury, damage or loss resulting from such defects or failure. In no event shall any breach of contract on our part or tort (including negligence) or failure of any kind on our part or that of our employees, agents or sub-contractors give rise to any liability for loss of revenue or loss of profits or any other consequential or indirect loss or damage arising from any cause whatsoever.