



Special Terms on Warranties and Liability for Segen Limited

- 1.1 Subject to the conditions set out below the Seller (Kraus & Naimer) warrants that the Goods 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 from delivery to the Buyer (Segen).
- 1.2 The above warranty is given by the Seller subject to the following conditions:
 - 1.2.1 the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;
 - 1.2.2 the Seller shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval;
 - 1.2.3 the Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment;
 - 1.2.4 the above warranty does not extend to parts, materials or equipment not manufactured by the Seller, in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller.
- 1.3 Subject as expressly provided in these Conditions, and except where the Goods 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.
- 1.4 Where the Goods are sold under a consumer transaction (as defined by the Sale of Goods Act 1979) the statutory rights of the Buyer are not affected by these Conditions.
- 1.5 Any warranty claim of the Buyer shall (whether or not delivery is refused by the Buyer) be notified to the Seller within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) as soon as practicable after discovery of the defect or failure. If delivery is not refused, and the Buyer does not notify the Seller as above, the Buyer shall not be entitled to reject the Goods, the Seller shall have no liability for such defect or failure and the Buyer shall be bound to pay the price as if the Goods had been delivered in accordance with the Contract.



- 1.6 The Buyer shall not, under any circumstances, return Goods to the Seller without an ARG issued by the Seller. Goods received without an ARG will be returned to the Buyer at its cost and risk.
- 1.7 Where any valid warranty claim in respect of any Goods is notified to the Seller in accordance with these Conditions, and the Goods are returned (at the Buyer's cost and risk) with an ARG, the Seller shall be entitled to replace the Goods (or the part in question) free of charge or, at the Seller's sole discretion, refund to the Buyer the price of the Goods (or a proportionate part of the price), but the Seller shall have no further liability to the Buyer.
- 1.8 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.
- 1.9 The Seller shall not be liable to the Buyer 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 Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.
- 1.10 The Seller may, in its absolute discretion, offer Services where the Buyer's claim is not within the warranty offered by the Seller. Such services shall be provided on a time and materials basis, in accordance with the Seller's standard charges and terms from time to time applicable. Conditions 3, 4 and 5 shall apply to the provision of Services.
- 1.11 The construction performance and validity of these Special Terms shall in all respects be governed by the Laws of England.