

# TERMS AND CONITIONS OF WARRANTY

Please read these terms carefully, as they set out our and your legal rights and obligations in relation to the Products.

#### 1. WARRANTY SCOPE

1.1. IPEC products are warranted against defects in materials and workmanship for a period of 18 months from receipt of the product by the end user. During the warranty period IPEC will at its option either repair or replace products or parts thereof that prove to be defective.

## 2. OBTAINING WARRANTY SERVICE AND PROCESSES

- 2.1. To obtain warranty service, IPEC must be informed of the defect. This can be done by completing a Warranty Repair Application available from the IPEC website (<a href="www.ipec.co.uk/support">www.ipec.co.uk/support</a>) and submitting the completed form by email to support@ipec.co.uk.
- 2.2. Upon receipt of the warranty repair application IPEC will endeavour to respond in a reasonable period of time (usually within 10 clear business days).
- 2.3. IPEC may request further information in order to properly assess the coverage under warranty, failure to provide this information when requested may result in a delay in any rectification required for which IPEC will not be held accountable.
- 2.4. Upon receipt of all required information, IPEC will decide whether the claim made against the warranty is covered by such. All decisions made by IPEC will be confirming in writing with a detailed reason for the decision made.
- 2.5. If the warranty claim is accepted, IPEC will provide details of where to return the defective goods. All returns are undertaken at the expense and risk of the returner. IPEC accept no responsibility or liability for additional damage or loss caused during transport which may void or not be covered by the warranty.
- 2.6. Where additional damage is sustained during transport, IPEC will consult with the returner on how to proceed, no work will proceed until confirmation is received.
- 2.7. Upon receipt of the goods by IPEC, IPEC will undertake a full diagnostical assessment to ensure all areas of damage and faults are covered under warranty. Any additional or undisclosed damage may void the warranty and/or incur an additional "Out of Warranty" repair fee.
- 2.8. IPEC will then repair or place any products or components in line with and to its repair standards.
- 2.9. Upon completion of repairs IPEC will return the goods to the returner at its own expense, however, responsibility to insure the value of the goods being shipped and to pay all taxes/duties applicable to the shipping of goods through taxing authorities jurisdictions is solely that of the returnee.
- 2.10. Repairs or replacements are warranted for a period of 30 calendar days or the remainder of the original warranty, whichever is longer.

#### 3. WARRANTY LIMITATIONS

- 3.1. This warranty does not apply to any part of a product that has been installed, altered, repaired or misused in any way that, in the opinion of IPEC would interfere with the functional capabilities of the product, or is damaged as a result of use or misuse in a way or with equipment that has not been approved by IPEC.
- 3.2. This warranty does not apply to any product or parts thereof where the serial number or the serial number of any part has been removed, altered, or damaged.
- 3.3. This warranty does not cover damage or loss incurred by shipping and transportation of the product.



- 3.4. This warranty does not cover damage or loss incurred by mishandling of the product(s), including but not limited to, damage caused by dropping, damage caused by liquids, opening of products casing or unauthorised repair.
- 3.5. This warranty does not cover replacement or repair required by damage or loss from any cause beyond IPEC's control, including, but not limited to Acts of God, wars, insurrections, natural disasters, theft, and/or any other cause beyond the reasonable control of IPEC.
- 3.6. In circumstances where IPEC believe the product(s) to have been damaged or made defective by the reasons above or any other reason outside the scope of the above, IPEC reserves the right to void any warranty given.
- 3.7. IPEC makes no other warranty, either expressed or implied, with respect to this product. IPEC disclaims any implied warranty of merchantability or fitness for any particular purpose. In no event does IPEC or any of its affiliates accept to be held liable for any incidental, indirect, special or consequential (remote or speculative) damages in connection with or arising out of use of its products.

### 4. EXCLUSIVE REMEDIES

4.1. The remedies provided herein are the customer's sole and exclusive remedies, in no event shall IPEC be liable for any direct, indirect, special, incidental, or consequential damages, whether based on contract, tort, or any other legal theory. The sole exclusive liability of IPEC, regardless of the form of action, will not exceed the purchase cost of the product.