

Inceptor Commercial and Inceptor Industrial 1 Year and 2 Year On-site Warranty – Terms and Conditions

Ovia Ltd (“Ovia”) offers a 1 and 2 year On-site Warranty for Inceptor Commercial and Industrial products on the following basis.

The On-site Warranty is in addition to any statutory rights which may be enjoyed by a customer, which are not affected by the terms and conditions below.

1. General.

- a. The On-site Warranty applies only to products installed in locations in onshore locations the United Kingdom and which fall under Ovia’s Inceptor “Commercial” and “Industrial” ranges.
- b. The On-site Warranty only applies to products which have been installed by a competent and qualified electrician, in accordance with all applicable laws and regulations and good industry practice.
- c. Production of an original proof of purchase and of professional installation by the Contractor/Installer is a requirement for any claim under the On-site Warranty.

2. Qualification for and Scope of 1 Year and 2 Year On-site Warranty

- a. The On-site Warranty will continue for a period of 1 year from the date of purchase of the products. If the purchase of such products was registered with Ovia within 6 months of the date of purchase (see paragraph 6a below), then the On-site warranty will be extended to 2 years from the date of purchase of the products.
- b. During the period of On-site Warranty Ovia will, subject to the remaining terms herein, at its discretion:
 - replace, without charge, products (or components of products) which are found to be suffering from faulty manufacturing or materials; and
 - pay the pre-agreed, reasonable direct labour costs of reinstallation of such products (excluding travel and accommodation) in the location at which they have been installed or, at its option, arrange itself to reinstall such products in the location at which they have been installed.

3. Continuation of On-site Warranty Period

- a. Any product that is replaced or repaired will be covered for the remainder of the On-site Warranty period from the date of purchase of the product.

4. Exclusions

- a. Scolmore shall not be liable under the On-site Warranty in the following cases:
 - Where a claim under the On-site Warranty is not made within the 1 year or 2 year period (as applicable);
 - Where an original proof of purchase and of professional installation cannot be provided;
 - Where the product has not been installed by a competent and qualified electrician, in accordance with

all applicable laws and regulations and good industry practice or otherwise arises as a result of negligent installation;

- Where the fault arises as a result of fair wear and tear;
- Where the fault arises as a result of use of the product in extreme or abnormal working conditions or arises as a result of the use of the product with other products which are incompatible or defective;
- Where the fault arises as a result of any misuse, physical damage (including but not limited to dropping, spillage or damage by foreign objects) or accident (unless Ovia is directly responsible for such);
- Where any damage is worsened by continued use of the product after a claim has been made under the On-site Warranty;
- Where the product is installed in a non-commercial or industrial premises;
- Where Ovia's investigation of the fault and/or reinstallation of the product is materially obstructed or frustrated by any person (other than Ovia);
- Where the fault arises because of a failure to follow Ovia's instructions (whether oral or in writing) as to the storage, assembly, use, handling or maintenance of the product or (if there are none) good trade practice;
- Where the fault arises as a result of any abnormal testing or commissioning of the product performed by the Contractor/Installer or any third party;
- Where the fault arises as a result of any alteration, servicing or repair of the product not made by Ovia or in accordance with Ovia's instructions;
- For all costs, where the product is installed in a location where the costs of reinstallation would be unusually high, including, without limitation, (1) locations which may be classified as military, nuclear, medical, clean room, governmental or any locations where permits are required for entry and/or (2) where special access equipment is required. In such cases, Ovia shall pay the reasonable costs of repair and replacement, net of such higher costs.

5. Limitations Of Liability

- a. All conditions and other terms implied by statute or common law (except for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from this On-site Warranty.
- b. Nothing in this On-site Warranty exclude or limit the liability of Ovia for fraudulent misrepresentation or for any death or personal injury caused by the Ovia's negligence.
- c. Subject to Sections 5a and 5b, Ovia will not be liable to the Contractor/Installer or customer in contract, tort (including but not limited to negligence), misrepresentation or otherwise for any:
 - Economic loss of any kind (including but not limited to, loss of use, loss of profit, loss of anticipated profit, loss of business, loss of contracts, loss of overhead recovery, machining costs, loss of revenue or loss of anticipated savings)
 - Any damage to reputation or goodwill.

- Any product recall or business interruption costs; or
 - Any other special, indirect or consequential loss or damage (even if Ovia has been advised of such loss or damage).
- d. Subject to the provisions of clause Sections 5a, 5b and 5c, Scolmore's total liability in contract, tort (including but not limited to negligence), misrepresentation or otherwise arising out of or in connection with this On-site Warranty will be limited to the purchase price paid for the product in addition to the reasonable direct labour costs of reinstallation of such products (excluding travel and accommodation) in the location at which they have been installed.

6. Registration for On-site Warranty and Making Claims

- a. In order to register a product purchase and to extend the 1 year On-site Warranty to a 2 year On-site Warranty please visit https://oviauk.com/on_site_warranty/
- b. In the event of a claim against the On-site Warranty please contact Ovia's quality department via the contact details set out at quality@oviauk.com. Please include the purchase receipt to allow us to handle your call expeditiously.