

## **Egbert H Taylor & Company Limited Guarantee and Warranty**

### **Guarantee and Warranty**

(a) The Goods are subject to the Guarantee (the "Guarantee") if any, submitted by the Company in writing to the Buyer before the date of the Company's Order Acknowledgement which has been agreed as appropriate and fair.

(b) Save as referred to in (a) above the Company warrants only (the "Warranty") that the Goods are reasonably free from defects in design, (other than a design submitted or specified by the Buyer), in material or workmanship for twelve months from the date of delivery (the "Warranty Period") provided always that in the respect of goods, materials, parts or components supplied but not manufactured by the Company the Warranty will be equivalent to the Warranty (if any) which the Company may have received from the manufacturer or supplier of such goods, materials, parts or components but not so as to impose a liability greater than that imposed on the Company by the Warranty Period and provided that the Buyer has given the Company written notice and satisfactory proof of any defect promptly upon discovery of such defect but in no case later than seven days after expiry of the Warranty Period.

(c) The Company's obligations to the Buyer under the Warranty and the Guarantee shall not apply:-

(i) to damage caused by the Buyer's or any third party's act, default or misuse of the Goods (including, without limitation, damage caused by faulty or negligently maintained lifting equipment or the misuse of lifting equipment by any person in connection with which the Goods are used) or by failure to follow any instructions supplied with the Goods;

(ii) if the Goods have been stored, handled or applied in such a way that damage is likely to occur;

(iii) if the Goods are altered, modified or repaired in any place other than the Company's factory or by persons not expressly nominated or approved in writing by the Company.

(iv) if the Goods are altered, modified or repaired by using spare parts or components not supplied or not approved in writing by the Company where such spare parts or components are shown to be the cause of the defect;

(v) if the Buyer shall not have paid by the due date for payment for all Goods supplied whether under the Contract or under any other Contract between the Company and the Buyer;

(vi) in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

(d) 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 Taylor Conditions of Sale 241105 Revision 1 280908 (2) warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

(e) Subject to (c) above, the Company shall, at its sole option, repair or replace the Goods or refund the purchase price for the Goods found to be defective in design materials or workmanship.

(f) Save for liability for death or personal injury arising from the Company's negligence and for liability arising under the Consumer Protection Act 1987 (which if proved is not excluded) the Company's obligation to repair, refund or replace as aforesaid shall constitute the full extent of the Company's liability in respect of any loss or damage sustained by the Buyer whether caused by any breach of Contract or by misrepresentation or negligence of the Company, its employees or agents or arising from any other cause whatsoever and the Company shall not be liable for any consequential, economic, direct or indirect loss suffered by the Buyer arising there from.

(g) The cost to the Company of and incidental to the return by the Buyer to the Company of any of the Goods delivered hereunder shall, except to the extent that the Company has accepted responsibility hereunder in writing, be the responsibility of the Buyer who shall indemnify the Company against any such costs including, but without limitation to the generality of the foregoing, costs of transport and testing or any other cost or loss to the Company arising there from.

(h) Notwithstanding sub-clause (f) above the Buyer shall, except where he is a person who suffers personal injury or death or loss or damage to property such as to give rise to a claim under the Consumer Protection Act 1987, indemnify the Company against all loss, damage, liability, legal fees and costs arising from any such claim made against the Company under the Consumer Protection Act 1987.