

# Inceptor Omni 5 Year Installations Warranty



Scolmore International Ltd ("Scolmore") Inceptor Extended Warranty is offered for the benefit of the Contractor/Installer of the Inceptor product. The Extended 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. Conditions of the Extended 5 Year Warranty Installation Warranty.

- a. The Extended Warranty must be registered with Scolmore within 6 months of the date of purchase of the Inceptor product by the Contractor/Installer.
- b. Production of a valid proof of purchase by the Contractor / Installer is a requirement for any claim under the Extended Warranty.
- c. At the point of raising a claim under the Extended Warranty the complete Inceptor

Product must be returned by the Contractor/Installer to Scolmore with the original proof of purchase and the extended warranty reference code provided by Scolmore on registration of the Extended Warranty.

## 2. Scope of Extended Warranty

- a. Under the Extended Warranty Scolmore, subject to the remaining terms herein, will repair or replace, without charge, Inceptor products which are found to be suffering from faulty manufacturing or materials.
- b. The Extended Warranty period starts from the date the products were purchased prior to first installation (as demonstrated by the relevant invoice).

## 3. Replacement or Repair

- a. If the Inceptor product is returned in compliance with Section 1 and found to be faulty beyond repair, Scolmore reserves the right at its sole discretion to replace the Inceptor product with a new item of equivalent specification.
- b. Any Inceptor product that is replaced or repaired will be covered for the remainder of the Extended Warranty period from the date of purchase of the Inceptor product.

## 4. Exclusions

- a. Scolmore shall not be liable for the repair or replacement in the following cases (as determined by Scolmore):
  - The fault arises as a result of negligent installation;
  - The fault arises as a result of fair wear and tear;
  - The fault arises as a result of use of the Inceptor product in extreme or abnormal working conditions;
  - Scolmore reasonably considers that the Inceptor product has been used for more than 5000 hours in any year;
  - 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 Scolmore is directly responsible for such);

- Continued use is made of the Inceptor product after a claim has been made under the Extended Warranty;
- The fault arises because of a failure to follow Scolmore's instructions (whether oral or in writing) as to the storage, assembly, use, handling, maintenance and/or installation of the Inceptor product or (if there are none) good trade practice;
- The fault arises as a result of any abnormal testing or commissioning of the Inceptor product performed by the

### Contractor/Installer or any third party;

- The fault arises as a result of any alteration, servicing or repair of the Inceptor product not made by Scolmore; or
- Where the Extended Warranty was not been registered in accordance with Section 1a or where a claim is made under the Extended Warranty by a person other than the Contractor/Installer who registered the Extended Warranty.

- b. Carriage costs of returned items are not covered by the Extended Warranty.

## 5. Limitations Of Liability

- a. All warranties, 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 Extended Warranty.
- b. Nothing in this Extended Warranty exclude or limit the liability of Scolmore for fraudulent misrepresentation or for any death or personal injury caused by the Scolmore's negligence.
- c. Subject to Sections 5a and 5b, Scolmore 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, profit, anticipated profit, business, contracts, overhead recovery, machining costs, revenue or 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 Scolmore 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 Extended Warranty will be limited to the purchase price paid for the Inceptor product.

## 6. Claims

- a. In the event of a claim against the Extended Warranty please contact Scolmore's quality department via the contact details set out at [www.scolmore.com](http://www.scolmore.com). Please have to hand the purchase receipt and warranty reference number to allow us to handle your call expeditiously.