



Policy for Parts/Equipment Under Warranty

1. This document is issued by Eriez Manufacturing Europe Limited (“Eriez”) and is supplemental to the Eriez Terms and Conditions of Sale version 1 issued December 2012 or any subsequent version of the Terms and Conditions of Sale. As the context requires, capitalised words or terms used in this document have the same meaning as those defined in the Terms and Conditions of Sale. Where there is any conflict between the terms of this document and the Terms and Conditions of Sale, the latter shall prevail.
2. In order to evaluate any claim against warranty, Eriez must be supplied with:
 - a. Customer Name and Contact Details;
 - b. The Serial Number and description of the Goods;
 - c. Photographs of the installation / fault identified; and
 - d. A full description of the fault identified.
3. This information should be supplied to the Customer’s nominated salesperson at Eriez and to the Eriez Quality / Health and Safety Manager Manger (Andrew Church – andrew.church@eriezeurope.co.uk). Failure to supply the minimum information may lead to delays in processing of the claim.
4. Eriez will evaluate the information supplied within one (1) Working Day of receipt and notify the Customer of the next course of action, namely:
 - a. If the information supplied is sufficient to verify the claim as a warranty issue:
 - i. The Customer will be supplied with a concern reference which should be used in all correspondence regarding the claim.
 - ii. Where repairs are required to return the Goods to the original specification a request will be made for the Customer to return the Goods to Eriez at the Customer’s cost and risk and therefore the Customer should ensure the Goods are suitably packaged. Repairs will be completed at Eriez’ cost and the Goods returned to the Customer in an agreed timescale and at the Customer’s cost and risk.
 - iii. Where repairs at the Customer’s site are required, Eriez may either arrange for an engineer to attend site with the appropriate parts to complete the repairs within an agreed timescale and at Eriez’ expense or supply FOC replacement parts for fitting by the Customer where appropriate.
 - b. If the information supplied is insufficient to verify the claim as a warranty issue:
 - i. The Customer will be required to send Eriez a purchase order to cover the costs involved in repairing the Goods to return them to the original specification.

- ii. Where the Goods are to be returned to Eriez for repair, the purchase order must cover the estimated repair costs based on the information supplied. The Goods will be returned to Eriez at the Customer's cost and risk.
 - iii. Where a repair is to be carried out at the Customer's site the purchase order must cover the cost of a service engineer to visit the site, establish the cause of the fault identified and carrying out repairs to return the Goods to the original specification.
 - iv. If the cause of failure is identified by Eriez as being a warranty issue, the Customer will be notified of the concern reference number for all future correspondence. The repairs will be carried out at Eriez cost and a credit note raised to cover the value of the purchase order raised but the Customer will be responsible for the cost of any return of the Goods by Eriez to the Customer.
 - v. If the cause of failure is not identified by Eriez as being a warranty issue, the repairs will be carried out at the Customer's expense, charged at Eriez standard service rates available on request. Permission will be sought from the Customer to proceed with repairs, where either the cost is greater than the purchase order already received or the Goods are considered beyond economical repair. The Customer will be responsible for the cost of any return of the Goods by Eriez to the Customer.
- c. Where requested by the Customer a repair report will be supplied detailing the works carried on their behalf and / or a Customer concern investigation detailing the investigation into the root cause and the corrective action put in place to prevent a re-occurrence of the same fault.
5. Without placing any limitation upon the Terms and Conditions of Sale, the attention of the Customer is drawn in particular to the following provisions in the Terms and Conditions of Sale relating to warranty issues:

5. QUALITY

5.1 *Eriez warrants that, to the point Eriez completes its responsibilities under the Contract (if any) for the delivery of the Goods, the Goods will not be damaged during the delivery process.*

5.2 *Eriez warrants that on delivery, and for a period of twelve (12) months from the date of delivery (**Warranty Period**), the Goods shall be free from material defects in materials and workmanship*

5.3 *Subject to clause 5.4, if:*

- 5.3.1 *the Customer gives notice in writing to Eriez within five (5) Working Days of delivery that the Goods do not comply in whole or in part with either or both (as the case may be) of the warranties set out respectively in clauses 5.1 and 5.2 (to the extent that such non-compliance is reasonably detectable within such period);*
- 5.3.2 *in the case of the warranty set out in clause 5.2, after the expiry of the period set out in clause 5.3.1, the Customer gives notice in writing to Eriez during the remainder of the Warranty Period within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.2;*
- 5.3.3 *Eriez is given a reasonable opportunity of examining such Goods; and*
- 5.3.4 *the Customer (if asked to do so by Eriez) returns such Goods to Eriez's place of business at the Customer's cost and risk,*

Eriez shall, at its option, repair or replace any damaged or defective Goods, or refund the price of the damaged or defective Goods in full and this shall be the Customer's sole remedy against Eriez in respect of the damaged or defective Goods.

- 5.4 *Eriez shall not be liable for the failure of Goods to comply with the warranties set out in clauses 5.1 and 5.2 in any of the following events:*
 - 5.4.1 *the Customer makes any further use of such Goods after giving notice in accordance with clause 5.3;*
 - 5.4.2 *the defect arises because the Customer failed to follow Eriez's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;*
 - 5.4.3 *the defect arises as a result of Eriez following any drawing, design or Specification supplied by the Customer;*
 - 5.4.4 *the Customer (or any third party appointed by the Customer) alters or repairs such Goods without the written consent of Eriez or if any such alteration or repair is faulty or defective or uses parts not approved by Eriez;*
 - 5.4.5 *the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or*
 - 5.4.6 *the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.*
- 5.5 *Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.*
- 5.6 *These Conditions shall apply to any repaired or replacement Goods supplied by Eriez.*