

**WARRANTY CLAIM FORM – CRESTCHIC LOADBANKS**

**Customer name:**

**Loadbank serial No: C**

**Date of equipment delivery:**

**Date of warranty claim:**

**Description of warranty claim:** (e.g. component failure/enclosure defect/control system/communication etc) please give detailed description of the issue:

**Customer declaration: (as per Crestchic Limited's standard terms of warranty)**

I hereby confirm that the Crestchic products mentioned above have been operated strictly in accordance with the operation and maintenance manual and that applied voltage, installation environment and conditions are corrected, as directed in the guidelines.

Additionally, I can confirm that the equipment has been taken out of service to avoid any further damage. Incorrect use of the equipment as detailed in Section 3 "Exclusions" will result in chargeable replacement parts or engineering visits, as per the warranty terms.

Please **check the box** to confirm you have read the attached terms and conditions:

**On behalf of customer, (Print Name):**

**Signed on behalf of customer:**

**Date:**

*Warranty claims will only be processed on receipt of a completed warranty claim form.*

## Crestchic Limited – Warranty Terms

The terms in this document shall apply to all warranty claims made in respect of the Goods (irrespective of how the contract between the Buyer and the Seller was formed).

All capitalised terms used in this document that do not have a definition assigned to them, shall have the definition provided to them in the Seller's standard terms and conditions of supply, available at [www.crestchicloadbanks.com](http://www.crestchicloadbanks.com) (**Conditions**). This document is in addition to and should be read in conjunction with the Conditions. In the event of any inconsistency or conflict between the terms of this document and the terms of the Conditions, the terms in the Conditions shall prevail to the extent of any such conflict or inconsistency.

### 1. Nature of warranty provided

1.1 The Seller warrants that on delivery and for a period of 12 months from the date of delivery (**Warranty Period**) the Goods shall:

- (a) conform in all material respects with the Specification and description set out in the Operating Manual;
- (b) be free from material defects in design, material and workmanship;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
- (d) be fit for any purpose held out by the Supplier as specified in the Specification and the Operating Manual.

### 2. Process to follow when claiming on the warranty

2.1 Subject to clause 3 if, in the event that the Buyer wishes to claim under the warranty provided in clause 1, it must, during the Warranty Period, complete and submit to the Seller, the Warranty Claim Form available from Crestchic Service Department on [warranty@crestchic.co.uk](mailto:warranty@crestchic.co.uk).

2.2 By completing and submitting a Warranty Claim Form to the Seller, the Buyer confirms that the Goods have been correctly operated in accordance with the Conditions, Specification and the Operating Manual. If the Seller finds that the Goods have not been correctly operated, the Buyer shall be responsible for all costs and expenses incurred by the Seller in investigating any alleged defects in the Goods (including without limitation, the costs associated with an engineer attending the Buyer's site).

2.3 Where it is agreed between the parties that an engineer will attend the Buyer's site, or such other site where the Goods are stored (**site**) to assess the Goods, the following provisions must be adhered to:

- (a) the Goods must be available for inspection on the day and place agreed by the parties (as set out in the Warranty Claim Form);
- (b) the Goods must have a fully rated auxiliary supply available;
- (c) the electrical load source (e.g. the generator) must be made available to the engineer attending the site, should this be needed;
- (d) the engineer must be permitted to enter the site (without undue and unnecessary site qualifications (even if this obliges the Buyer to provide a site chaperone);
- (e) the working environment at the site must be safe for the engineer to attend and the engineer must be made aware of all health and safety procedures applicable at the site, prior to attending.

2.4 In the event that the Buyer fails to comply with the provisions of clause 2.3 above, the Seller shall account to the Buyer for all costs associated with attending the site (whether or not the Buyer's claim is upheld), including for the avoidance of doubt, engineering time and travel.

2.5 Where the Buyer chooses to return the Goods to the Seller for inspection of any defects, the Buyer shall be liable for all costs associated with that return (including any costs and expenses incurred by the Seller to return the Goods to the Buyer, once they have been inspected). The Seller shall however, reimburse the following costs to the Buyer if the Seller upholds the Buyer's claim under the warranty:

- (a) costs associated with the transport of the Goods from the Buyer's site to the Seller's site, at internationally fair rates as agreed by the Seller's freight forwarder;
- (b) customs duties and fees (where such apply); and
- (c) the fair and reasonable costs associated with unloading the Goods at port and at the Seller's premises.

2.6 All shipping of the Goods arranged by the Buyer must be arranged as follows:

- (a) If the Goods are 20ft or 40ft ISO units, they must be transported as "top stack only" where they are shipped via sea freight.
- (b) If the Goods are not 20ft or 40ft ISO units but are in the ISO form or, in any other form, then a flat rack system or break bulk cargo service must be used to transport the Goods.

2.7 For the avoidance of doubt, the Buyer will be fully and solely responsible for the organisation of shipping the Goods to the Seller and, where the claim is not upheld by the Seller, the return of the Goods to the Buyer.

### 3. Exclusions

3.1 The Seller shall not be liable for the Goods' Failure to comply with the warranty set out in clause 1 in any of the following events:

- (a) the Buyer makes further use of any such Goods after submitting a Warranty Claim Form to the Seller in accordance with clause 2 above;
- (b) the defect arises because the Buyer failed to follow the Seller's oral or written instructions concerning the storage, commissioning, installation use and routine maintenance of the Goods;
- (c) the defect arises as a result of the Seller following any drawing, design or specification supplied by the Buyer which is not approved in advance by the Seller, when issuing its order acknowledgment of the Goods;
- (d) the defect arises as a result of excess voltage being applied to the Goods and/or incorrect frequency being used;
- (e) the defect arises as a result of unstable auxiliary supply and/or the incorrect position of current/voltage transformers;
- (f) the Buyer alters or repairs such Goods without the written consent of the Seller;
- (g) the defect arises as a result of fair wear and tear, willful damage, negligence, or of normal storage or working conditions;
- (h) the Buyer fails to comply with the provisions of the Operating Manual;
- (i) the defect arises as a result of incorrect / poor installation of the Goods (including without limitation, installation indoors or incorrectly installed ductwork);
- (j) the Goods differ from their Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements; or
- (k) the defect arises as a result of poor environmental conditions, including without limitation, ingestion of particulate laden air.

3.2 Subject as expressly provided in this document and/or the 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 warranties, conditions or other term simplified by statute or common law are excluded to the fullest extent permitted by law.

3.3 Any replacement parts provided by the Seller shall obtain the benefit of the warranty provided in clause 1, for the duration of the Warranty Period (commencing on the date that the replacement parts are provided). For the avoidance of doubt, this clause applies to the replacement parts only and does not apply to the Goods as a whole, which shall benefit from the original warranty provided.

3.4 The Seller reserves the right to withdraw the warranty at any time if the Seller finds or has reason to believe that the Buyer is repeatedly operating the Goods (or any part of them) in a destructive manner or, otherwise in non-conformance with the Operating Manual.

## 4. Travel restrictions and costs

4.1 Nothing in the Conditions or this document shall oblige the Seller to travel to a destination where the Seller is prevented from doing so (or is otherwise advised not to travel to), due to UK Foreign and Commonwealth travel restrictions.

4.2 Where an engineer is required to travel internationally to the Buyer's site for inspection of the Goods or to respond to any warranty claim, the Buyer accepts and acknowledges that the Seller will use its reasonable endeavours to obtain economy priced tickets, where the flight duration is for less than 5 hours. In the event that the flight duration is for 5 hours or more, the Seller shall attempt to obtain premium economy flight tickets and, where these are unavailable, it shall obtain business class flight tickets. The Buyer shall account to the Seller for all costs incurred by the Seller under this clause 4.2, in accordance with the provisions of this warranty document.

## 5. Costs payable by the Buyer

5.1 For the avoidance of doubt, the Buyer shall be responsible for the payment of all costs incurred by the Seller in responding to a warranty claim or otherwise attending the Buyer's site to assess the Goods where:

- (a) the Seller determines that it has not breached the terms of the warranty provided in clause 1 above; or
- (b) the Buyer does not operate and/or install the Goods correctly or, otherwise fails to comply (in whole or in part) with the provisions of clause 2.3 above; or
- (c) the Seller does not uphold the Buyer's claim (for whatever reason).

## 6. Seller's process for dealing with warranty claims

6.1 The Seller may, at its discretion, use or otherwise appoint third party subcontractors to perform any of its obligations under a warranty claim, including without limitation, inspecting, delivering and/or repairing the Goods.



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