



THE COOPER GROUP OF COMPANIES

CUSTOMER WARRANTY

Coopers Fire Limited or as applicable (The Company) hereby warrants (the Warranty) to the customer (Customer) which purchased a product or products from the Company (Goods which expression includes any part of the Goods) that the Goods will operate in accordance with the specification of the Goods for a period of 12 months (Warranty Period) from the date of issue by or on behalf of the Company of the Completion Certificate in respect of the installation and commissioning of the Goods.

1. The claim process is as follows:
 - 1.1 The Customer shall give written notice to the Company within a reasonable time of discovery of any alleged defect in the Goods and in any event within the Warranty Period, that it considers that the Goods does not comply with the Warranty;
 - 1.2 The Company shall contact the Customer and will be given a reasonable opportunity of examining the Goods;
 - 1.3 The Company shall, at its option and to the extent that the Goods are found not to comply with the Warranty, repair or replace the defective and/or non-compliant Goods and re-commission the Goods.
2. The Company shall not be liable for the Goods' failure to comply with the Warranty in any of the following events:
 - 2.1 The Customer makes or attempts to make any use of the Goods after giving notice in accordance with clause 1 above;
 - 2.2 The Customer alters or attempts to repair the Goods without the written consent of the company;
 - 2.3 The defect arises as a result of wilful damage, negligence, or abnormal working conditions;
 - 2.4 The Goods have not been maintained and/or operated strictly in accordance with the Company's requirements. Details of recommended testing programmes are provided in the O&M manual.
3. The Warranty does not extend to connected services supplied and installed by the Customer or its subcontractors including ceiling interfaces, power supplies and alarm connections etc. The Warranty does not apply where other services and interfaces affect the operation of the Goods and/or caused the Goods to malfunction.
4. The Customer is responsible for providing good and safe access including removing any obstructive items not related to the Company's product to allow engineers to perform support services. If support services are made more difficult because of such items the Company may charge the customer for extra work at standard service rates. Coopers Fire do not accept any liability whatsoever for any costs so arising.
5. The Customer will make all reasonable efforts to support and cooperate with the Company in resolving the problem remotely, for example, starting and executing diagnostic checks, providing all necessary information, or performing basic remedial activities upon request.
6. Products operated in excess of their maximum duty cycle as specified in the technical data sheet, operating manual, or service description, will not fall under this warranty.
7. Specialist access equipment (if required) is excluded from the Warranty and a charge will be made to the Customer should this be needed.
8. Warranty provision is for daytime works only. If the Customer requires a visit outside normal business hours (8am-5pm) then standard out of hours service rates will be applied.
9. There is no guaranteed response time for a warranty call unless the Customer has undertaken a Service Agreement.
10. The Company does not Warrant that the Goods are fit for any particular purpose or an intended use other than the purpose for which the Goods were designed.

11. The following exclusions and limitations apply to the Warranty and the rights of the Customer:
- 11.1 Subject as expressly provided in the Warranty, all warranties, representations, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.
 - 11.2 In any event:
 - (a) The Company shall under no circumstances whatsoever, be liable to the Customer, whether under statute, in contract, tort (including negligence), by breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss of the Customer arising under or in connection with defective Goods; and
 - (b) The Company's total liability to the Customer in respect of all other actual or alleged losses arising under or in connection with defective Goods, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods actually paid by the Customer at the time of any claim under the Warranty.

12. Such of Coopers Fire General Terms and Conditions set out in the Schedule hereto as are applicable to this Warranty shall be deemed to be incorporated into this Warranty and the Company and the Customer are each a Party and together are the Parties and this Warranty is the Contract for all the purposes of the Schedule.

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