

PRODUCT GUARANTEE

Customer Name		
Site Name		
RDM Job References	RDM Controls Ltd	RDM Installations Ltd
Customers PO Numbers		
Numbers		
Warranty Start Date		
Warranty End Date		
Warranty Period		
Warranty Signed on behalf of RDM		
Name Printed		

The RDM Group ("**RDM**") is the trading name used when representing both RDM Installations Ltd ("**RDM I**") and RDM Controls Ltd ("**RDM C**"). RDM have jointly issued this guarantee in respect of the Guaranteed Product associated with the Purchase orders described above, it being designed by RDM C and installed by RDM I. Any claim under this Guarantee is to be made to RDM I in the first instance.

Subject to the exclusion noted on page 2 ("**Product exclusions**"), RDM will repair or organise the replacement of the Guaranteed Product, or any part of the Guaranteed Product, free of charge or shall refund the price of the defective product on the following conditions:

- 1. Subject to paragraph 5 below, this Guarantee applies if the Guaranteed Product develops a defect in design, material or workmanship and fails to perform its normal function within 3 years of the Completed Installation Date listed above (or longer, if the Customer has taken a Service Contract for a longer period, as referred to below) ("Guaranteed Period").
- 2. Any claim to be made under this Guarantee should be commenced by the Customer giving notice in writing during the Guaranteed Period and within a reasonable time of discovery of the defect. The notice should give all relevant details and should be sent to sales@rdminstallations.co.uk.
- 3. If required by RDM, an RDM engineer shall be given the opportunity of attending the Customer's site for the purposes of inspecting the Guaranteed Product and verifying the nature and cause of the failure. If: (a) the fault or the cause of the fault is determined by the attending engineer to be outside of the cover provided by this Guarantee; or (b) a replacement product is installed to allow the Customer's operation to continue while the Guaranteed Product is sent to the manufacturer by RDM for determination as to the fault in order to determine if this Guarantee applies and it is subsequently determined that the Guarantee does not apply, the Customer in each case will be responsible for the attendance time of the engineer and the cost of parts, any replacement unit and labour that is incurred in repairing or replacing the product, at the rates applied by RDM at the relevant time. The Customer shall pay any such invoice within 30 days of the invoice date.
- 4. If so requested by RDM, the Customer shall return any part of the Guaranteed Product to RDM at the Customer's cost.

- 5. The Guarantee shall **not** apply if:
 - a. the Customer makes any further use of the Guaranteed Product after giving notice as specified above;
 - b. the defect arises because the Customer failed to follow any oral or written instructions issued by RDM as to the storage, installation, commissioning, use or maintenance of the Guaranteed Products or parts or (if there are none) good trade practice;
 - c. the defect arises as a result of RDM following any drawing, design or specifications supplied by the Customer in connection with the design, manufacture or installation of the product;
 - d. the Customer alters or repairs (or has attempted to alter or repair) the Guaranteed Product without the written consent of RDM;
 - e. the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions or as a result of cosmetic deterioration resulting from fair wear and tear (including the natural ageing of constituent materials);
 f. the defect arises from or has been caused by an event outside the control of RDM;
 - g. the product differs from any specifications agreed with the Customer as a result of changes made to ensure that the product complies with applicable statutory or regulatory standards.
- 6. Any replacement parts or product shall be covered by this guarantee for the remainder of the Guaranteed Period.

If the Customer has taken out a service contract with RDM in respect of the maintenance of the Guaranteed Product, this Guarantee is for the duration of the service contract, to a maximum of 5 years from the Completed Installation Date stated above.

This guarantee is for the repair or replacement of the Guaranteed Product only and does not give rise to any liability whatsoever for any indirect or consequential losses or expenses which the Customer may incur as a result of the defective Guaranteed Product.

This guarantee shall be governed by English law and the English courts shall have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with it.

Product Exclusions		
Product Description	Reason for Exclusion	