

## WARRANTY CERTIFICATE

### DEFINITIONS

"The Company" means Delta Mobrey Ltd.

"The Buyer" means the person, firm or company placing the order.

"The Goods" means the goods, articles and materials which are to be supplied by the Company and shall include accessories and services when specified.

- a) The Company warrants that the Goods shall comply with any agreed specification and will free of charge make good by repair, or at its option by the supply of a replacement, defects which upon delivery or under conditions of proper use appear in the Goods manufactured by it and which arise solely from faulty materials or workmanship of the Company or by the Company's failure to comply with the specification provided that the Goods are returned carriage paid to the Company's place of business within 36 months after the date of delivery by the company. If the inspection of the Company does not disclose a defect within the terms of the warranty the Company's regular charges will be payable. No claim will be accepted for expenditure in altering or repairing any goods, without prior written approval of the Company.
- b) The Company's liability under the clause is in lieu of any warranty or conditions implied by law as to the quality or fitness or suitability for any particular purpose or satisfactory quality or condition of the Goods and except as provided in the clause the Company shall not be under any liability whether in contract tort or otherwise in respect of defects in the Goods or packaging thereof or for any injury damage or loss resulting from such defects or from work done in connection therewith.
- c) The Buyer shall be responsible for ascertaining if the Goods are suitable for the purpose required.
- d) Without prejudice to the generality of the foregoing the Company shall not be liable for:-
  - (1) Any economic or consequential loss or damage or loss of profit or production suffered by the Buyer or third parties.
  - (2) Any damages in excess of the total price of the Contract.
  - (3) Any loss or damage against which it is customary in the trade for the Buyer to insure.
- e) In the event of the Company supplying Goods not designed and manufactured by it such goods, equipment or products will only carry such warranty as is provided by the manufacturer and no further liability therefore shall apply to the Company.
- f) Nothing in the above sub-clauses is intended to reduce or limit the minimum liability in respect of the Goods imposed by statute on the Company arising out of death or injury to persons or otherwise and accordingly the above sub-clauses shall be applied and interpreted subject to this provision.