Standard Warranty Declaration for Stand-by Power

New equipment, components and spare parts supplied by Broadcrown are warranted to be free from defects in materials and workmanship at the time of delivery and to conform to the Company's written specifications for a period of twelve months from the date of commissioning or eighteen months from the date of dispatch, whichever is earlier, subject to the following terms and conditions:

1) With regard to machines or components incorporated in the product not of Broadcrown manufacture, then Broadcrown's warranty obligation shall be limited to the warranty actually extended to Broadcrown by the respective machine or component manufacturer. Broadcrown shall have no other liability with regard to such equipment or components.

2) Any claims for defects arising during the period of warranty shall be notified in writing within 14 days of the discovery thereof and the claim supported by evidence of the delivery / commissioning dates for the actual equipment. All relevant particulars on the apparent defect / failure shall be provided with the claim or in response to Broadcrown's request. Subject to Broadcrown's acceptance of liability for the defect then Broadcrown will repair or replace such defective equipment or components thereof F.O.B. the nearest UK port, onward freight costs to the Buyers account. In the event that equipment or components are requested to be returned to Broadcrown for investigation relative to the claim, or for repair, then the Buyer shall bear the freight costs.

3) Broadcrown shall not be liable for failures arising due to:

   a) Inadequate or improper installation, abuse or neglect – including but not limited to inadequate maintenance, overloading, under loading, over speeding, or any damage as a consequence of absent or non operational warning / protection devices.

   b) Defects arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Broadcrown's recommendations, whether verbal or in writing, misuse, alteration / repair of the Goods without Broadcrown's written approval.

4) Broadcrown's liability, with respect to equipment proved, to Broadcrown's satisfaction, to be defective within the warranty period, shall be limited to repair or replacement as provided in the above and in no event include any liability for property or personal injury damages, loss of earnings or profit, nor any other consequential, incidental or contingent damages whatsoever.

5) This warranty represents the entire responsibility of Broadcrown and all expressed and implied statutory, other warranty conditions or liabilities, whether as to fitness for purpose, performance or otherwise relating to the product or any part thereof, are hereby excluded.

6) In no event shall Broadcrown's obligations be greater than those provided under the terms and conditions of the Broadcrown Standard Warranty as described above.

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