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dalén

5-year Warranty  
Policy Statement



# 5-year Warranty Policy Statement

The warranty obligations of Dalen Limited for our products are limited to the terms set forth below:

## **The Cover**

This warranty is limited to cover defects in materials and workmanship in this product.

## **Exclusions from Cover**

This warranty is limited and does not cover normal wear and tear or any damage, deterioration or malfunction resulting from any alteration, modification, improper or unreasonable use or maintenance, misuse, abuse, accident, lack of care, neglect, exposure to excess moisture, fire, heat or improper packing, shipping except where Dalen is the carrier, lightning, power surges, or other acts of nature. This warranty is limited and does not cover any damage, deterioration or malfunction resulting from the installation of this product except where TOP-TEC directly undertakes and is explicitly responsible for the installation of the product, or removal of the product from the installation, any unauthorised tampering with the product, any repairs attempted by anyone unauthorised by Dalen to make such repairs, or any other cause which does not relate directly to a defect in materials and/or workmanship of the product. This warranty is limited to cover only this product supplied by Dalen and does not cover packaging, equipment, enclosures or accessories except where Dalen has manufactured and fitted such accessories used in conjunction with the product.

## **Period of Cover**

This warranty lasts for a period of 5 years from the date of the original purchase of the product.

## **Who is Covered?**

Only the original purchaser of this product is covered under this warranty and deemed to be the holder of the warranty. This warranty is not transferable to subsequent purchasers or owners of this product.

Where the product has been purchased by an agent, understood by Dalen to be reseller or integrator, for resale to, and use by a single, third party end-user the warranty will remain with the agent who as holder of the warranty remains responsible for all communication and remedy with Dalen; in such cases the warranty obligation is limited to the first, single, third party end-user whom purchased this product directly from the agent and is not transferable to subsequent purchasers or owners of this product even when such subsequent purchase is conducted by the original agent who purchased this product, for resale, from Dalen; for the avoidance of doubt, in such cases any claim under this warranty must be undertaken by the agent as the original purchaser of this product and therefore the holder of the warranty and is limited to the terms above and the use of the product by the first, single third party end user who was the first purchaser of the product from the agent.

#### **What Dalen will do?**

Dalen will, at its sole option, provide one of the following three remedies to whatever extent it shall deem necessary to satisfy a proper claim under this warranty:

1. Elect to repair or facilitate the repair of any defective parts within a reasonable period of time, free of charge for the necessary parts and labour to complete the repair and restore this product to its proper operating condition.
2. Replace this product with a direct replacement or with a similar product deemed by Dalen to perform substantially the same function as the original product.
3. Issue a refund of the original purchase price less depreciation to be determined based on the age of the product at the time remedy is sought under this warranty.

#### **What Dalen will Not Do Under This Warranty?**

If this product is returned to Dalen for repair, the carriage and the carriage cost and shipping insurance of this product is the responsibility of the holder of this warranty. If this product is returned uninsured, the holder of this warranty assumes all risks of loss or damage during shipment.

### **How to Obtain a Remedy Under This Warranty?**

To obtain remedy under this warranty, the holder of this warranty must contact Dalen directly, contact details can be found on our web site at [www.dalendesigns.co.uk](http://www.dalendesigns.co.uk)

In order to pursue any remedy under this warranty, you must be able to provide proof of purchase that identifies the product and the date of purchase, the information should include any serial numbers relating to the product.

In addition clear information must be supplied identifying the nature of the problem with this product and the basis for the claim for remedy under this warranty.

If it is decided that the product should be returned directly to Dalen this product should be properly packed for shipping and returned with all necessary items to facilitate a repair and/or to evaluate the basis for the claim for remedy under this warranty.

Where a repair is undertaken on site at the premises of the owner or first single, third party end-user the product must be available for repair and not require removal from an installation or require equipment be removed or unpacked from the product before a repair can be undertaken and completed.

### **Limitation of Liability**

The maximum liability of Dalen under this warranty is limited to and shall not exceed, the price paid for this product. Dalen shall not be held responsible for any direct, special, indirect or consequential damages or costs, loss of profit, loss of use or production resulting from any breach of warranty or condition or from any defect of materials or workmanship in this product.

### **Exclusive Remedy**

The remedies set forth above are exclusive and in lieu of all other warranties, remedies and conditions, whether oral or written, express or implied by Dalen, its employees or agents.

### **Other Conditions**

Statutory rights remain unaffected. This warranty shall in all respects be governed by and interpreted in accordance with English law. The term Product shall also apply to the plural, products, where more than one product is supplied by Dalen in a single contract. The Holder of the Warranty is the original purchaser of the product, irrespective of whether the purchaser was an agent understood by Dalen to be purchasing the product to resell or supply to another party. Original purchaser shall be the party that purchased the product directly from Dalen. First, Single Third Party End-User shall be the first owner of the product directly supplied by an agent understood by Dalen to be purchasing the product to resell or supply to another party. The term Agent as used here shall not imply any connection with Dalen other than as a purchaser of its products. No contract or liability or other connection between Dalen and the purchaser acting as an, integrator or reseller of its products should be implied from the use of the term, agent, herein.

Mainland UK shall mean the whole of the UK excluding the Scottish Highlands and any of the UK islands.

September 16th 2020

Signed By:



Clive Beardmore  
Managing Director