

ROSETTE

Rosette Electrical

Terms & Conditions For Lutron Hardware sold on Ebay

These terms & conditions are in addition to the : Item details, shipping details and return details; as stated on the ebay product listing.

General Terms & Conditions Of Sale :

a1) The buyer MUST ensure these Item/s are installed by a qualified electrician; and in accordance with all current relevant local and national regulations; and in accordance with Lutron's installation instructions for these Item/s which can be found online.

a2) These Item/s are sold with a limited back to base Warranty provided by the Seller, see below for Warranty Terms & Conditions.

a3) The Seller has not tested these Item/s for functionality, satisfactory performance, or safety. If the buyer is suitably qualified to test these Item/s, the buyer must upon receipt of the Item/s, test the Item/s for functionality, satisfactory performance and safety. If the buyer is not suitably qualified to test the Item/s they must instruct a suitably qualified 3rd party to test the Item/s on the buyer behalf for functionality, satisfactory performance and safety. If the Item/s fail the tests as set out above, the buyer may return the Item/s to the Seller as set out in eBay's standard terms and conditions or as set out in the Seller's provided warranty (if any Seller warranty is provided).

a4) The buyer agrees the Seller shall not be liable for any claims, consequential losses, costs or damages to the buyer; or any 3rd parties, due to the use / installation of the Item/s.

a5) The sale of the Item/s will be subject to the law of England only and both the Seller and the buyer submit to the exclusive jurisdiction of the courts of the specified jurisdiction.

a6) Where these Terms & Conditions and / or other information contained in this listing,

conflicts with eBay's terms and conditions, these Terms & Conditions and / or other information contained in this listing will prevail.

a7) If any part of any of the Seller's Terms and Conditions are found to be unlawful, unenforceable or invalid, it shall not affect the validity or enforceability of the remaining parts of any of the Seller's Terms and Conditions. Where a provision is found to be unlawful, unenforceable or invalid, the parties shall negotiate in good faith to amend such a provision to ensure that it can be amended or construed as legal, enforceable and / or valid.

If a provision may be modified to make it legal, enforceable or valid, the parties agree that it shall be deemed modified to the minimum extent necessary. Where this is not possible, it shall be deemed deleted from the relevant Terms and Conditions.

a8) These terms and conditions and any warranty terms and conditions are subject to the law of England only, and both the Seller and buyer submit to the exclusive jurisdiction of the courts of the specified jurisdiction.

Warranty Terms & Conditions :

b1) In addition to the "General Terms & Conditions of Sale" as set out above, if stated in the product listing the Seller will provide a limited warranty to the Buyer as set out below. It should not be inferred that by providing a warranty the Seller has tested the Item/s. The Buyer is still required to test the Item/s as set in the "General Terms & Conditions of Sale - clause a3)".

b2) The warranty will start from the date of purchase and will provide cover for the period as stated in the ebay product listing.

b3) The warranty is for the benefit of the buyer only, and not for any 3rd parties.

b4) The warranty covers the Item/s supplied by the Seller to the buyer only.

b5) Any cosmetic defects or faults are excluded from this warranty.

b6) Any faults caused by wear and tear once the Item/s have been received by the buyer are excluded from this warranty.

b7) All installation of the Item/s, must be carried out by a certified Lutron installer and a certified Electrician, failure to do so will void the warranty.

b9) If a warranty return is agreed, the buyer is to pay for all shipping and insurance costs to return the Item/s to the Seller. The buyer must insure the Item/s in shipment for the original purchase price. The buyer must package and protect the Item/s appropriately for shipment.

b10) Any repairs, alterations or unintended use of the Item/s, by or on behalf of the buyer will void the warranty.

b11) The buyer must before having the benefit of the warranty have a certified Lutron installer troubleshoot and use their best endeavours to resolve the issue/s with Lutron's technical support. The buyer is required to submit supporting evidence of this to the Seller, in the form of an email from Lutron technical support, setting out the issue/s with the Item/s and the steps taken to try and resolve the issue/s.

b12) Upon receipt of the Item/s under a valid warranty return, the Seller at their discretion, may repair the Item/s and return them to the buyer; or replace the Item/s; or refund to the buyer the value of the Item/s (at the original purchase price, less shipping, taxes and any ancillary costs) within 8 weeks of receipt of the Item/s.

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