



THE WORLD LEADER IN  
FUME EXTRACTION TECHNOLOGY

## Warranty Information

**7.1** BOFA warrants that at the date the Goods are delivered the Goods will correspond with its sales literature in force at the time being and any other specifications that may have been agreed in writing by BOFA and You, and will be free from defects in materials and workmanship for a period of 12 months from the date of the invoice relating to such Goods provided that the this warranty does not cover normal wear and tear and in addition such warranties shall be null and void if the Goods are modified, improperly installed or used, damaged willfully, by accident or by neglect or by failure to follow the specified maintenance schedule provided in the user manual or in the event of any parts being improperly installed or replaced (other than by an authorized representative of BOFA).

**7.2** All terms, conditions or warranties implied by statutory or common law relating to the Conditions (as defined below) are excluded from this Contract to the fullest extent permitted by law;

**7.3** The 'Conditions' shall mean:

**7.3.1** the correspondence of the goods with any description; and/or

**7.3.2** the quality of the goods; and/or

**7.3.3** the fitness of the goods for any purpose(s) whatsoever (whether made known to BOFA or not).

**7.4** You acknowledge and agree that where a sample of the Goods have been shown and/or inspected by You, the sole purpose of so doing was to enable You to judge the quality of the bulk; and it does not constitute a sale by sample.

**7.5** You shall notify BOFA in writing as soon as reasonably possible after discovery of any defect that would not have been discoverable at the time of delivery or failure of the Goods ("Defect notification").

**7.6** BOFA shall not be under liable, if at the time of Defect notification the title in the Goods in question has not passed to You in accordance with clause 4.1 above.

**7.7** If liable, BOFA will, at its option, either make good by repair or the supply of a replacement, defects which, under proper use, appear in the Goods within a reasonable time on receipt of the Goods returned (at Your cost) and claimed to be defective, provided that:

**7.7.1** BOFA is satisfied that the defects arise solely from faulty design (other than a design made, furnished or specified You for which BOFA has disclaimed responsibility in writing), materials or workmanship; and

**7.7.2** the repaired or replacement Goods will be delivered to You to the original place of delivery, but otherwise subject to the provisions of this Contract.

**7.8** As an alternative to Clause 7.7, BOFA shall be, in its absolute discretion, entitled to refund the price of the Goods to You

**7.9** The remedies provided in Clause 7.7 and 7.8 are without prejudice to the other provisions of these Terms.

**7.10** In no circumstances whatsoever (subject to clause 7.11 below) whether as a result of breach of contract, warranty or tort (including negligence) shall BOFA be liable for any consequential or indirect damages or losses (including but not limited to loss of profit or revenue), damage to associated equipment, cost of capital, cost of such substitute products, loss of facilities or loss for claims of purchases, customs or other such damages.

**7.11** Nothing in these Terms shall seek to exclude BOFA's liability for any death or personal injury to the extent that it results from negligence.

**7.12** BOFA's liability to You shall be limited:

**7.12.1** In relation to any direct physical damage to Your property to the extent that it results from BOFA's actions or omissions up to a maximum of £250,000 in respect of any one event or series of related events, or up to a maximum of £500,000 in respect of any series of unrelated events which take place within a single calendar year;

**7.12.2** In relation to any other costs, losses and/or liabilities incurred by You as a consequent of our breach of this Agreement shall be limited to a total sum equivalent to the total price of the Goods and/or Services.

**7.13** Subject to clause 7.11 above, no action regardless of form arising out of a transaction under this Agreement may be brought by You more than two years after the course of action has arisen.