

Simoco™

WARRANTY STATEMENT

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Simoco™

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WARRANTY TERMS AND CONDITIONS

1. Subject to the conditions set out below Simoco warrants that the Equipment will correspond with its specification at the time of delivery and will be free from defects in material and workmanship for the warranty period. The warranty period starts from the earlier of the initial use or from the delivery date. The warranty periods given are shown in the table below.

Product	Warranty Period
Terminals and base stations that are Price Book Products	2 years
Velocity devices that are Price Book Products in the Velocity Price Book	1 years
Batteries and Accessories that are Price Book Products	1 years
Services	1 year
Repairs	3 months
Software and Applications	3 months
Any other goods that are not Price Book Products	Manufacturer's Warranty Period

2. The warranty in Condition 1 is given by Simoco subject to the following conditions:
 - 2.1. Simoco shall be under no liability in respect of any defect in the Equipment arising from any drawing, design or specification supplied by the Customer;
 - 2.2. Simoco shall be under no liability (including without limitation in negligence) to the Customer in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Simoco's instructions (whether oral or in writing), misuse or alteration or repair of the Equipment without Simoco's written approval;
 - 2.3. Simoco shall be under no liability (including without limitation in negligence) under the warranty (or any other warranty, condition or guarantee) if the total price for the Equipment has not been paid by the due date for payment; and
 - 2.4. The warranty does not extend to parts, materials or equipment not manufactured by Simoco, in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Simoco unless otherwise stated in the Agreement.
 - 2.5. Any and all modifications or additions to the Equipment by the Customer.
3. Any claim by the Customer pursuant to Condition 1 shall (whether or not delivery is refused by the Customer) be notified to Simoco within 7 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Customer does not notify Simoco accordingly, the Customer shall not be entitled to reject the Equipment and Simoco shall have no liability for such defect or failure, and the Customer shall be bound to pay the price as if the Equipment had been delivered in accordance with the Contract. Equipment rejected in accordance with this Condition shall be returned to Simoco at the Customer's risk and expense together with reasons for rejection.

4. Where any valid claim in respect of any of the Equipment pursuant to Condition 1 is notified to Simoco in accordance with these Conditions, Simoco shall be entitled to replace the Equipment (or the part in question) free of charge or, at Simoco's sole discretion, refund to the Customer the price of the Equipment (or a proportionate part of the price), but Simoco shall have no further liability to the Customer.
5. In the event of any breach of the Seller's express obligations under Condition 1 of this document and Condition 12.1 of Simoco's Standard Terms and Conditions of Sale the remedies of the Customer will be limited to damages.
6. Simoco does not exclude its liability (if any) to the Customer:
 - 6.1. for breach of Simoco's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Supply of Goods and Services Act 1982;
 - 6.2. for personal injury or death resulting from Simoco's negligence (or the negligence of its agents, employees or subcontractors);
 - 6.3. under section 2(3) Consumer Protection Act 1987;
 - 6.4. for any matter which it would be illegal for Simoco to exclude or to attempt to exclude its liability; or
 - 6.5. for fraud.
7. Except as provided in Condition 1 Simoco will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss) howsoever caused arising out of or in connection with:
 - 7.1. the Equipment, or the manufacture or sale or supply, or failure or delay in supply, of the Equipment by Simoco or on the part of Simoco's employees, agents or sub-contractors;
 - 7.2. any breach by Simoco of any of the express or implied terms of the Contract;
 - 7.3. any use made or resale by the Customer of the Equipment, or of any product incorporating the Equipment; or
 - 7.4. any statement made or not made, or advice given or not given, by or on behalf of Simoco or otherwise under the Contract.
8. Except as set out in Condition 1, Simoco hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favour of the Customer.
9. Simoco shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Simoco's obligations in relation to the Equipment, if the delay or failure was due to any cause beyond Simoco's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Simoco's reasonable control:
 - 9.1. Act of God, explosion, flood, tempest, fire or accident;
 - 9.2. war or threat of war, sabotage, insurrection, civil disturbance or requisition;
 - 9.3. an act of terrorism;
 - 9.4. acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 9.5. import or export regulations or embargoes;

- 9.6. strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Simoco or of a third party);
- 9.7. difficulties in obtaining raw materials, labour, fuel, parts or machinery;
- 9.8. power failure or breakdown in machinery.

EXTENDED WARRANTIES

Simoco will repair transceivers - portable or mobile, base stations, modules and controllers at the prices listed in the price book for items purchase with extended warranty, either plus one, two or three years from warranty expiry date.

Extended warranty must be purchased with supply of goods.