

Lynx Networks Rapid Response Warranty - Terms and Conditions

1. Interpretation:

In this Clause the following expressions shall mean: "Active devices" means those devices needing a power supply to operate

"Engineer" means an employee or representative of Lynx Networks with specific knowledge about our systems

"Notification" means the Customer's report of a fault in the Goods given by telephone to Lynx during Business Hours stating the Customer's name, the address where the Goods are installed and the nature of the fault.

"Passive Components" means those devices supplied to and/or installed by Lynx for the Customer that do not need a power supply to operate

"Site" means the location where the Goods were installed

"Term" means a period of ten years from the Start Date

"Terms of Trade" means the terms and conditions which govern the Customer's and Lynx's obligations in relation to the sale of Goods and provision of Services by Lynx to the Customer

2. Warranty/defects after delivery

(a) Lynx warrants that throughout the Term:

- (i) the Passive Components in the Goods shall be free from defects when being used under normal conditions; and
- (ii) none of the Goods will fail because it has been installed in an incorrect manner.
- (iii) the design of the cabling system will not cause failures due to it not complying with the relevant Standard(s).

(b) Upon receipt of a Notification, Lynx shall arrange for an Engineer to visit the Site to assess the problem by close of business on the Business Day following the day on which such Notification is received or deemed to have been received and thereafter shall (where necessary) and within a reasonable period of time:

- (i) arrange for the repair and/or replacement of any defective Passive Components; and/or
- (ii) rectify any defective installation by Lynx.

(c) It is agreed by the Customer that:

- (i) repair, replacement or rectification of the Goods is the sole and exclusive remedy available to the Customer under this warranty;
- (ii) any repairs to the Goods which may become necessary are carried out by Lynx or its agents or otherwise as Lynx may at its discretion agree in writing; and
- (iii) the Customer will procure that Lynx, its agents and/or contractors have full access to the cabling network for the purpose of rectifying the defect.

(d) The Customer's rights under the Warranty are subject to the following:

- (i) the Goods have been properly maintained and operated in accordance with any instructions supplied to the Customer by Lynx;
- (ii) prompt Notification of the discovery of any defect in the Goods is given to Lynx and, if aggravated damage may result from continued operation, the Goods are not used again until repairs have been effected;
- (iii) Lynx shall not be liable in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;
- (iv) Lynx shall not be liable in respect of any defect arising from wilful damage, negligence, abnormal working conditions, tampering, failure to follow Lynx's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without Lynx's approval;

(v) Lynx shall not be liable for faults caused by shock (including electrical surges) or fall, sand, dust, dirt, damp or corrosion, repair or cleaning by unauthorised persons;

(vi) Lynx shall not be liable for faults or damage caused by external causes outside Lynx's control which shall include but not be limited to any accident, fire, flood, disaster, Act of God, criminal or negligent acts of others (including the personnel of the Customer); and

(vii) Lynx shall not be liable for faults attributable to any failure of the mains power cabling.

(e) Lynx's liability under the Warranty is limited as follows:

(i) Lynx shall not be liable under any warranty, conditions or guarantee expressly given or implied if the total price for the Goods has not been paid by the due date for payment (unless Notification is received prior to such date);

(ii) as far as the law allows, Lynx shall not be liable for loss of income, profits (actual or anticipated), contracts or for any other business related loss; or indirect or consequential loss or damage howsoever caused.

(iii) the warranty in this Condition does not extend to parts, materials or equipment not manufactured by Lynx in respect of which the Customer shall only be entitled to the benefit of such warranty or guarantee as is given by the manufacturer of such materials or equipment to Lynx;

(iv) any claim by the Customer which is based on the defect in the quality or conditions of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Customer) be notified to Lynx within 7 days after discovery of the defect or failure. If delivery is not refused and the Customer does not notify Lynx accordingly the Customer shall not be entitled to reject the Goods and Lynx shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the contract; and

(v) All parts replaced under warranty shall become the property of Lynx and any new parts installed shall remain the property of Lynx until such time as payment has been received in full from the Customer for the Goods to which they are part.

(vi) The warranty does not extend to installations outside the United Kingdom.

(f) It is further agreed by the Customer that Lynx:

(i) may charge its standard rates from time to time (including a minimum charge) for responding to a fault call if the fault is not attributable to the Goods or if Lynx is not liable in respect of the defect or under the Warranty;

(ii) shall be entitled to repair or replace the Goods (or the part in question) free of charge or at Lynx's sole discretion, refund to the Customer the price of the Goods (or a proportionate part of the price) in respect of any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to Lynx in accordance with Condition 2(c)(v), Lynx having no further liability to the Customer;

(iii) may, in its absolute discretion, transfer the contract or obligations under this Warranty to another party upon giving seven days' notice in writing; and/or

(iv) may, at its absolute discretion, cancel this Warranty upon giving one month's notice in writing in the event that Lynx Networks Plc is purchased. In such circumstances as described in Clause 2(d)(iii) and 2(d)(iv), Lynx shall not be liable to the Customer for the remainder of the Term.

Lynx Networks plc

28 & 29 Clarke Road, Mount Farm, Milton Keynes, MK5 7AB3

Tel: 01908 633833

www.lynxnetworks.co.uk

Registered office: 59 Union Street, Dunstable. Beds, LU6 1EX