

# Blue Seal Equipment Warranty

Effective date: 1st December 2017

This Limited Warranty is provided by Blue Seal Limited (Establishment No. BR003292) and our UK address is Unit 67, Gravelly Industrial Park, Gravelly Park, Erdington, Birmingham B24 8TQ. Our registered VAT number is 705397036 and our company registration number is 03437267. We are part of the Moffat Group Pty Limited, a company registered in Australia, registration number is ACN 069 691 407 and registered office is at 740 Springvale Road, Mulgrave, Vic, 3170 Australia.

**THIS LIMITED WARRANTY IS IN ADDITION TO, AND DOES NOT AFFECT, THE LEGAL RIGHTS AND REMEDIES THAT YOU WILL HAVE AGAINST THE PERSON WHO SOLD YOU THE PRODUCTS, WHICH INCLUDES CERTAIN LEGAL RIGHTS AND REMEDIES IN CONNECTION WITH DEFECTIVE PRODUCTS AND/OR PRODUCTS NOT PROVIDED IN ACCORDANCE WITH YOUR CONTRACT WITH THAT PERSON.**

## 1. What this Limited Warranty covers

**1.1** This Limited Warranty applies only to equipment of our own manufacture, which bears a Blue Seal, Waldorf, Cobra, Turbofan or Fastfri name plate and trademark (the "Product").

**1.2** Subject to the conditions and restrictions applicable to this Limited Warranty (as set out in clause 3) and the limits to our liability set out in clause 4, Blue Seal Limited ("Blue Seal", "we" "us" and "our") warrants to the customer for a period of twelve months from the Point of Sale ("the Warranty Period"), that the Product will be free from material defects in workmanship and materials.

**1.3** For the purposes of this Limited Warranty, the "Point of Sale" means the time at which you purchase the Products in a new, unused state (unless you can prove that installation of the Products took place at a later date, in which case the Point of Sale will be by reference to the installation date). Please keep your proof of purchase safe, this must be submitted when making a claim under this Limited Warranty.

**1.4** Where a valid claim is made under this Limited Warranty, Blue Seal will, at its option, repair or replace the relevant Product.

**1.5** The Limited Warranty will apply to any Products which are repaired or replaced under this Limited Warranty for the remainder of the original Warranty Period.

## 2. How to make a claim under this Limited Warranty

**2.1** If, at any time during the Warranty Period, the customer becomes aware of a breach of the Limited Warranty, the customer will be required to:

**2.1.1** give written notice of the breach to Blue Seal, such notice to be given promptly upon the customer becoming aware of the breach and in any event prior to expiry of the Warranty Period;

**2.1.2** provide proof of purchase in relation to the Product (of if applicable, proof of installation);

**2.1.3** at Blue Seal's option either return to Blue Seal at Blue Seal's cost the relevant Product or permit Blue Seal or its agent or sub-contractor to inspect it at the customer's premises; and

**2.1.4** provide to Blue Seal all information and assistance which Blue Seal may require to investigate the alleged breach.

**2.2** Any visits to the customer's premises by Blue Seal, a sub-contractor of Blue Seal or an authorised dealer to carry out any warranty work under this Limited Warranty will be made between 8:00 a.m. and 5:00 p.m. on weekdays.

**2.3** It is the customer's responsibility to ensure that there is suitable access to the Product to effect repairs.

## 3. Relevant conditions and what this Limited Warranty does not cover

### Location

**3.1** This Limited Warranty only applies to customers purchasing Products for private and domestic use, and only to Products that have been purchased and installed in mainland UK.

### Authorised Service

**3.2** Only Blue Seal, or a sub-contractor of Blue Seal or an authorised dealer, have the authority to carry out work on Products under this Limited Warranty. Work carried out on Products by others will not be covered under the Limited Warranty nor will any resultant damage caused.

### **Installation**

**3.3** This Limited Warranty does not cover installation of the Products, adjustments associated with the commissioning of the Product or requirements specified in the Product's users manuals e.g. checking the operation of the door switches in correct position, checking drive chains, etc.

**3.4** Work required to correct or repair Products due to incorrect installation not carried out materially in accordance with the instructions in the manuals supplied with the Product, will not be covered by this Limited Warranty.

### **Utilities**

**3.5** To claim under this Limited Warranty, all Products must at all times have been supplied with the correct services – electric, gas, water, drainage, and chemicals [(as set out in the instructions in the manuals supplied with the Product)].

**3.6** Work required to correct or repair Products due to any of the following causes will not be covered by this Limited Warranty:

**3.6.1** electrical supply cabling and/or mains connections made by other parties;

**3.6.2** electrical connecting plugs made by others and/or wall socket outlets;

**3.6.3** gas supply pipe work and/or connections made by other parties;

**3.6.4** gas flow and/or pressure issues;

**3.6.5** water supply (hot and cold) pipe work and/or connections made by other parties;

**3.6.6** water quality and/or water temperature outside Product specification; and

**3.6.7** drains and/or connections made by others and/or pipework not specifically part of the Product supplied.

### **Maintenance**

**3.7** The Limited Warranty does not cover routine maintenance or cleaning and users should refer to the product instructions for details.

**3.8** Work required to correct or repair Products due to any of the following causes will not be covered by this Limited Warranty:

**3.8.1** costs associated with cleaning so as to gain access to relevant fixtures and components;

**3.8.2** all lubricants and any cleaning materials used;

**3.8.3** rusting and/or corrosion;

**3.8.4** descaling;

**3.8.5** blocked gas pilots and /or injectors;

**3.8.6** blocked solenoid bodies;

**3.8.7** blocked drains, drain pipes and /or failure of components due to blockage;

**3.8.8** failure of components where directly due to lack of cleaning and/or maintenance;

**3.8.9** costs associated with performing general equipment servicing;

**3.8.10** tightening and /or adjusting tension of drive chains or v-belts; and

**3.8.11** tightening, adjusting tension and /or tracking of conveyor belts.

### **Additional Exclusions**

**3.9** The fitting of any non-genuine Blue Seal components to the Products and/or any modifications or alterations to Products not approved by Blue Seal, will void this Limited Warranty.

**3.10** Work required to correct or repair Products due to any of the following causes will not be covered by this Limited Warranty:

**3.10.1** where operator error is established;

**3.10.2** misuse and /or wilful damage;

**3.10.3** neglect;

**3.10.4** incorrect operation;

**3.10.5** accidental damage by movement or transportation by other parties;

**3.10.6** freight damage (where freight has not been provided and/or arranged by Blue Seal);

**3.10.7** use of abrasive or incorrect cleaning materials or chemicals;

**3.10.8** water ingress and /or damage due to incorrect cleaning procedures; and

**3.10.9** supply hoses and /or drainage lines not supplied by Blue Seal.

**3.11** In addition, replacement and/or defects in the following aspects of the Products are not covered by this Limited Warranty:

**3.11.1** door glass panels;

**3.11.2** globes / bulbs and fuses when blown due to globes / bulbs failure;

**3.11.3** lens covers;

**3.11.4** gauge glasses;

**3.11.5** door seals;

**3.11.6** o-rings;

**3.11.7** light seals;

**3.11.8** drive belts;

**3.11.9** cabinet sealants;

**3.11.10** lost components fittings and /or attachments;

**3.11.11** tripped over temperature devices;

**3.11.12** tripped overload devices; and

**3.11.13** tripped circuit breakers.

**3.12** General items that are not covered by this Limited Warranty:

**3.12.1** No-fault found calls

**3.12.2** Travel charges outside 100 miles travel distance or 2 hours travel time from the nearest Blue Seal service centre

**3.12.3** Additional costs incurred without prior approval for any:-

**3.12.3.1** Accommodation

**3.12.3.2** Ferry / barge charges

**3.12.3.3** Associated waiting time relating to attendance at remote sites

**3.12.3.4** Car hire

**3.12.3.5** Personnel allowances

**3.12.3.6** Flights

#### **4. Our liability to you**

**4.1** This Limited Warranty gives you specific legal rights against Blue Seal, but nothing in this Limited Guarantee seeks to override any additional rights you may have against Blue Seal as manufacturer or the person from whom you purchased the Products.

**4.2** We will only be liable to you for all losses you suffer which were foreseeable consequences of our failure to comply with the terms of this Limited Guarantee.

**4.3** Subject to clause 4.4, Blue Seal will not have any liability for a breach of the Limited Warranty if or to the extent that:

**4.3.1** any of the exclusions set out above in clause 3 apply;

**4.3.2** the customer does not comply with its obligations at clause 2.1 in respect of the breach;

**4.3.3** the relevant defect was caused by fair wear and tear; or

**4.3.4** the customer makes further use of the relevant Product after discovering the relevant breach.

**4.4** Nothing in this Limited Warranty will operate to exclude or restrict Blue Seal's liability to the customer for any matter for which it is not permitted by law to exclude or limit, or to attempt to exclude or limit, including liability:

**4.4.1** for death or personal injury resulting from its negligence ;

**4.4.2** for its fraud or fraudulent misrepresentation or fraud or fraudulent misrepresentation by a person for whom it is vicariously liable;  
or

**4.4.3** for any breach of the obligations implied by law regarding the passing of good title to the Product.

#### **5. Governing Law and Jurisdiction**

**5.1** The Limited Warranty will be governed by the law of England and Wales.

**5.2** The courts of England and Wales have non-exclusive jurisdiction to determine any dispute arising out of or in connection with the Limited Warranty.