

Unit 12 Sundome Trade Park Featherbed Lane Shrewsbury SY1 4NS United Kingdom

Tel: +44 (0) 1743 443176 | Web: www.technisystems.co.uk

Trading Terms & Conditions

1. General

- 1.1 The following terms and conditions shall apply to every contract for the sale of goods and supply of services by Techni System Ltd (Techni)- to the customer and shall supersede all other terms and conditions issued by Techni subject to any variation under clause 1.2 these conditions form part of the contract to the exclusion of all other terms and conditions (Including any terms or conditions which the customer purports to apply under any purchase order, confirmation of order, specification or other document.)
- 1.2 Any purported variation of exclusions (whether contained in any document of the customer or otherwise) shall be of no effect unless accepted in writing by Techni.
- 1.3 Any order whether or not based upon quotation shall not be binding on Techni unless accepted by it in writing.
- 1.4 Any representations or warranties made or given by anyone on behalf of Techni prior to its acceptance of an order and not contained in Techni's written quotation are hereby expressly excluded.
- 1.5 If any contract is expressed to be made subject to any named and printed standard terms of contract e.g. (by way of example only) the Standard Terms and Conditions of the Institution of Mechanical Engineers or if any contract contains expressed written undertaking by Techni repugnant to or inconsistent with all or any of these conditions such standard terms and/or express written undertaking shall prevail over these conditions to the extent of any such repugnancy or inconsistency but otherwise shall be construed together with these Conditions so that there shall be deemed to be no surrender by Techni, or any rights, powers, privileges, liberties or exceptions granted to Techni by any such standard terms and/or expressed written undertakings.
- 1.6 Headings in these Conditions are for ease of reference only and shall not affect the interpretations of these Conditions.

2. Specifications.

2.1 Unless agreed in writing with the customer Techni reserves the right in its absolute discretion to vary any specification or design without prior notice and to supply any alternative goods which are in its opinion equivalent to those offered or contracted to be sold to the customer.

- 3.1 Unless otherwise stated all prices quoted by Techni are exclusive of VAT, carriage, packaging and any associated duties and taxes that arise thereof.
- 3.2 Techni shall have the right to make an additional charge over and above its quoted price in the following circumstances:
 - 3.2.1 In the event of any variation or supply of alternative goods in accordance with Clause 2.1 hereof.
 - 3.2.2 Where any order is placed and accepted for goods or services differing in any way from the goods or services specified in Techni's quotation.
 - 3.2.3 Where there is any increase in the costs (of manufacture or otherwise) incurred by Techni prior to the delivery of the goods and/or supply of services.
- 3.3 Quotes supplied by Techni are valid for 60 days.

Customer Vehicle and Customer Material Deliveries to Techni

- 4.1 The customer shall not arrange for delivery to Techni of any customer vehicles and/or customers materials unless the date (and, if required by Techni, timeframe) for delivery of such customer vehicles and/or customer materials has been agreed in advance by Techni. For avoidance of doubt, dates must be confirmed in writing by Techni.
- 4.2 Any delivery of Customer Vehicles and/or Customer Materials not delivered in accordance with clause 4.1, may, at Techni's discretion, be 6. Change Control rejected (at the Customer's cost) and/or subject to delivery rescheduling (again, at the Customer's cost).
- 4.3 All Customer Vehicles and/or Customer Materials shall, on delivery to Techni, be required to undergo a physical appraisal by Techni. Such appraisal shall be carried out in the presence of the Customer's delivery

personnel (or any individual who delivers the Customer Vehicles on the Customer's behalf) and will involve a check for external damage. An appraisal form will be completed by Techni and the Customer's delivery personnel (or such other individual who delivers the Customer Vehicles on the Customer's behalf) will be required to countersign, on behalf of the Customer, the appraisal form to confirm acceptance of the content of the appraisal form, a copy of which will be made available to the Customer.

4.4 Techni shall be entitled, at its sole discretion, to reject delivery of the Customer Vehicles and/or Customer Materials (at the Customer's cost) if the Customer's delivery personnel (or any individual who delivers the Customer Vehicles on the Customer's behalf) refuses or fails to countersign the appraisal form

5. Collections of Customer Vehicles and Customer Materials from Techni

- 5.1 Techni shall notify the Customer when the Customer Vehicle(s) and/or Customer Materials are ready for collection. The Customer shall not be permitted to collect the Customer Vehicles and/or Customer Materials before such notification is received.
- 5.2 Upon receipt of notification from Techni pursuant to clause 5.1, the Customer shall contact Techni to arrange a date (and, if required by Techni, timeframe) within 5 Business Days for collection of the Customer Vehicles and/or Customer Materials from Techni premises. For the avoidance of doubt, the Customer shall in no circumstances be entitled to access Techni's premises to access or collect a Customer Vehicle and/or Customer Materials unless pre-arranged with Techni.
- 5.3 The Customer shall collect the Customer Vehicles and/or Materials (as applicable) from Techni's premises (the Delivery Location) within 5 Business Days of Techni notifying the Customer that the Customer Vehicles and/or Customer Materials are ready for collection.
- 5.4 All Customer Vehicles and/or Customer Materials shall, prior to collection, be required to undergo a physical appraisal by Techni. Such appraisal will involve a check for external damage. An appraisal form will be completed by Techni and the Customer's collection personnel (or any individual collecting the Customer Vehicles on the Customer's behalf) will be required to countersign, on behalf of the Customer, the appraisal form to confirm the Customer Vehicles are without obvious damage or defect at the point of collection, a copy of which will be made available to the Customer.
- 5.5 At the point of collecting the Customer Vehicles and/or Customer Materials, the Customer's collection personnel (or any individual who collects the Customer Vehicles on the Customer's behalf) shall be required to inspect the Customer Vehicles and/or Customer Materials (as applicable). The Customer's collection personnel shall be required to sign on behalf of the Customer, a delivery note to confirm the Customer Vehicles and/or Customer Materials are received in good condition, a copy of which will be made available to the Customer.
- 5.6 For the avoidance of doubt, completion of the delivery note by the collection personnel shall not forfeit the Customer's rights in relation to any agreed warranty (i.e. for Goods shortages, non-compliance with Services Specifications and/or Goods Specifications or defective Goods or workmanship) but shall act as proof that the Customer Vehicle and/or Customer Materials (as applicable) were without obvious damage or defect at the point of collection.
- 5.7 The Customer must notify Techni of:
 - 5.7.1 any Goods shortages;
 - 5.7.2 any workmanship and/or Goods defects; and
 - 5.7.3 any deviations in the Services and/or Goods from the Services Specification and/or Goods Specification, associated with the Customer Vehicle and/or Customer Materials fitting Services no later than 5 Business Days after collection by the Čustomer.
- 5.8 Techni shall have no liability to the Customer for any damage to the Customer Vehicle and/or Customer Materials (as applicable) not included within the appraisal form and/or notified to Techni at the time of collection and no such claim for damages notified to Techni after collection of the Customer Vehicles and/or Customer Materials (as applicable) shall be entertained by Techni.

6.1 Should the Customer wish to make a change to an Order after such Order has been accepted by Techni, the Customer may submit a written request for Change to Techni in accordance with this clause 6, but no Change will come into effect until a Revised Quotation has been signed by the authorised representatives of both parties.

- 6.2 If the Customer requests a Change:
 - 6.2.1 the Customer will submit a written request to Techni containing as much information as is necessary to enable Techni to prepare a revised Quotation (Revised Quotation); and
 - 6.2.2 on receipt of a request, Techni will, unless otherwise agreed, send to the Customer a Revised Quotation.
- 6.3 A Revised Quotation must contain sufficient information to enable the Customer to assess the Change, including as a minimum:

6.3.1 the title of the Change;

- 6.3.2 the originator of the Change and date of request;
- 6.3.3 description of the Change;
- 6.3.4 details of the effect of the proposed Change on: the Goods and Services (including the effect on the Goods Specification and/or Service Specification); the price; any estimated performance and/or delivery dates; any other term of the Contract;
- 6.3.5 the date of expiry of validity of the Revised Quotation; and

6.3.6 provision for signature by the Customer and Techni.

- 6.3.7 If, following the Customer's receipt of a Revised Quotation pursuant to clause 6.2 or clause 6.3, the parties agree with the terms of the relevant Revised Quotation, the parties will sign the Revised Quotation, and that Revised Quotation will amend the original Order (and the Contract).
- 6.4 Should the vehicle specification that is delivered to Techni not match the specification detailed on the order confirmation the customer may be liable for additional charges in relation to the difference in vehicle specifications. This may also effect completion dates, and Techni will endeavor to update the customer with revised timescales within a timely manner.

7. Payment.

- 7.1 Payment for goods sold or services supplied by Techni, shall be made within 30 days of the date on Techni's invoice. All bank charges are the responsibility of the customer and should not be deducted from the invoice total. Any underpayment may result in your goods being delayed.
- 7.2 Without prejudice to any other rights of Techni if the customer fails to make payment on or before the due date, Techni expressly reserves the right to charge statutory interest on any outstanding balance at the rate of 8% plus the Bank of England base rate.
- 7.3 In the event of the customer suffering any distress or execution to be levied against it or entering into any arrangement with its creditors or (being an individual) becoming subject to the bankruptcy laws or (being a company) entering into liquidation otherwise than for the purpose of amalgamation or reconstruction or having a receiver appointed of the whole or any part of its assets, Techni shall be entitled to cancel the contract by notice in writing to the customer without prejudice to Techni's rights to payments for any goods delivered services supplied or for any work undertaken expenses incurred in connection with any contract which amounts shall become immediately due and payable on demand.
- 7.4 If the customer shall default in payment or if Techni shall have reasonable grounds for doubting that payment will be made on the due date Techni shall be entitled to withhold deliveries of goods and supply of services without prejudice to its right to payment for goods delivered services supplies or for any work undertaken and expenses incurred in connection with any contract which shall become immediately due and payable on demand.
- 7.5 Orders received from new customers will be taken on a pro-forma basis, until credit terms have been agreed in writing detailing credit limits. Goods will not be released until full payment has been received for pro-forma invoices. Techni is within their rights to withdraw credit facilities if payment terms have not been adhered to. Techni is also within their rights to seek additional credit trade references for customers that have not submitted orders within a 12-month period. If no orders have been received during an 18-month period, credit terms will be revoked and pro-forma invoice terms will be reinstated.
- 7.6 For any orders for parts in the group code "Compact Units" payment will be required at the point of order for 100% of the order value. Any orders with this group code that are placed and not paid for will not be acted upon until payment is received.
- 7.7 For Customers on a Proforma account, all Service and Repair work will require prepayment. Payment must be arranged prior to the scheduled visit, and we will need payment confirmation from our Accounts team before proceeding. Any Work that is advised whilst on site, this will require Quoting, then Customer Approval, once approved work can commence, Additional payment will need to be received and confirmed before Technician leaves site.
 6.6.1 Any overpayment will be credited back to the Customer once an invoice is processed.

8. Delivery and Completion date.

- 8.1 Techni will use its best endeavors to ensure delivery of goods and to complete any work on or prior to the estimated delivery or Completion Date (if any) but unless the customer shall have stipulated in its order that time shall be of the essence of the contract and Techni shall have accepted such stipulation in writing Techni shall not be liable for any loss or damage however directly consequential or otherwise caused by any delay in delivery or completion.
- 8.2 To the extent that Techni and the customer have agreed that a particular volume specified in an Order is to be delivered by a particular date ("Agreed Delivery Date") and the Customer has the right to determine the specific delivery date.

9. Cancellation

- 9.1 The customer may cancel or Amend any Purchase Order only with Techni's written consent up to 30 days before the original Agreed Delivery Date. After which time the Customer will be subject to indemnify Techni in full for any losses incurred by Techni in respect of such change or cancellation.
- 9.2 The customer may cancel any purchase order, without risk providing the Agreed Delivery Date is within 14 days of the original purchase order date.

10. Title and risk.

- 10.1 Title to the goods shall remain with Techni until the customer has paid all sums due to Techni on any account.
- 10.2 Prior to full payment for the goods being made by the customer the customer shall store all such goods in such a way that they shall be identifiable as not forming part of any goods belonging to the customer or any third party.
- 10.3 In any of the events specified in sub-sections 3 and 4 of Clause 4 above Techni (without prejudice to its other rights under these conditions) shall be entitled to enter upon any land or premises where the goods may be for the time being and to recover possession of them.
- 10.4 The risk in the goods shall pass to the customer on delivery.
- 10.5 For so long as title to the goods is retained by Techni and the same remain in the possession custody or control of the customer.
- 10.6 The customer shall indemnify Techni in respect of any loss or damage to the goods however occurring such indemnity being limited to the total indebtedness of the customer to Techni.
- 10.7 The customer shall not destroy, modify, or conceal any identifying marks of the Techni supplied product(s).

11. Delivery.

- 11.1 Upon Techni notifying the customer that the goods are ready for delivery or tendering delivery of the goods the customer shall agree to accept delivery of the goods forthwith. If the customer shall fail to give proper delivery instructions or to accept delivery as fore said it shall be liable for all costs incurred by Techni as a result of such failure which shall become immediately due and payable on demand, but such liability shall not affect its obligations to purchase the goods or the right of Techni to damages to breach of such obligation.
- 11.2 If Techni have contracted the transportation of the goods on behalf of the Customer, the cost of the transportation, any insurance, or any other costs which Techni may have incurred upon instruction from the Customer, shall be re-imbursed by the Customer without any form of withholding, and demanded on the same date of payment of the product. In any case, the transport carrier will be considered as an agent of the Customer.
- 11.3 Should the Customer not accept the delivery of the goods for any reason or should Techni not have been able to deliver the product on time as a result of causes due to the Customer, the goods shall be considered as having been delivered and Techni may store them until the definitive delivery thereof, with all costs and expenses to be met by the Customer.
- 11.4 In the event that the goods are delivered at a time and place agreed by the customer, but no representative of the customer is present when the goods are so delivered Techni reserve the right to deposit the goods at the specified place and shall have no liability in respect of loss or damage resulting there from.

12. Damage to goods in Transit.

12.1 Techni shall have no liability in respect of goods lost or damaged in transit unless the customer gives a written notice within 48 hours of

- delivery or in the case of the whole consignment failing to arrive gives notice in writing to Techni within 7 days of receipt of Techni's dispatch note or invoice.
- 12.2 Techni's liability in respect of goods lost or damaged in transit shall be limited to repairing or replacing such goods in a reasonable period of time, or by means of the issuing of a pro rata credit note in respect of the invoice issued.

13. Warranties and Limitations.

- 13.1 Techni will replace or repair without charge any goods in respect of which defects arise from faulty materials or workmanship upon notification of the same to Techni in writing within 12 months For Air Compressor Systems and Conversion related parts from the date of installation, providing a Product Registration form has been completed within 7 days of installation of the goods in question provided as follows:
 - (a) Such goods shall have been properly used, kept, and maintained at all times and in accordance with any accompanying instructions and service intervals.
 - (b) Such defects shall not have arisen as a result of any attempted repair, replacement, adjustment, modifications, or alteration carried out by persons other than accredited agents of Techni.
 - (c) Such defects shall be notified to Techni in writing within 10 days of the same becoming apparent.
 - (d) The goods are properly returned to Techni carriage paid.
- 13.2 Save as provided in Sub-conditions above Techni shall have no other or further liability in respect of the goods or any defects therein and all warranties whether expressed or implied by law as to the quality fitness for any purpose correspondence to description or sample of the goods are expressly excluded except insofar as any statute or rule of law provided to the contrary.
- 13.3 Techni shall not be responsible for any injury, damage or loss caused directly or indirectly by the goods whether as a result of their manufacture, operation, use or otherwise and whether as a result of any defect therein unfitness for purpose or otherwise and the customer shall indemnify Techni from any claim arising from any such injury, damage or loss suffered by any third party.
- 13.4 Techni shall have no liability for any of the following: 13.4.1 Consequential loss, damage, or recovery of any kind, including the towing of any broken-down vehicle to the service point and/or travel time to the service point, and does not cover the leasing of a substitute vehicle.
 - 13.4.2 Damage caused by the Customer not following the installation instructions and start up procedure.
 - 13.4.3 The Customer having failed to ensure the maintenance regime has been adhered to or is unable to demonstrate adherence through service records/history.
 - 13.4.4 Warranty claims for serviceable parts for Air Compressor Systems will only be considered if the systems have been consistently maintained in accordance with the schedule below: 25,000 miles (40,000 km) or 12 months, or 400 system hours, whichever comes first.
 - 13.4.5 Damage caused by poor/incorrect fitting, or removal as a result of any other work being carried out on the vehicle following the initial installation.
 - 13.4.6 Where the Customer has altered or repaired the Techni materials prior to failure, or used components not supplied by Techni, without Techni's prior knowledge.
 - 13.4.7 Products for vehicle installation are designed and manufactured to operate under normal vehicle working cycles and conditions. Therefore, warranty claims will not be accepted if it is considered that the vehicle has been operating in extreme engine cycles or conditions.
 - 13.4.8 Products for vehicle installation are designed and manufactured to operate on the specific vehicle application(s) stated in the Installation Manual/Application Guide. Therefore, warranty will not be accepted if additional changes have been made to the vehicle which may be considered to adversely affect the performance of such products.
- 13.5 Techni shall have no liability for any of the following:
 - (a) Consequential loss, damage, or recovery of any kind.
 - (b) Fair wear and tear of any part.
- 13.6 Techni will replace or repair without charge any non-moving part within a compressor mount kit in respect of which defects arise from faulty materials or workmanship within the life of the vehicle.
- 13.7 Any Non-Mainland UK based products will have to be arranged to be returned to Mainland UK for any work to be carried out. This work includes but not exclusively Servicing, Repairs and Warranty

Work. If this not possible then all costs will need to be covered by the Customer including Travel time at a rate of $\mathfrak{L}40$ per hour, Fuel costs at 0.45p / mile, hotel stays at $\mathfrak{L}100.00$ per night (excluding VAT). Costs related to the work carried out will remain chargeable including labour and parts. All travel related costs will need to be prepaid and arranged prior to appointment confirmation, regardless of the reason for repair.

14. Intellectual Property.

- 14.1 The customer acknowledges that any trademarks patents copyright or other intellectual property rights in the goods and in any technical documents drawings or specifications relating thereto remain the property of Techni or its suppliers as the case may be.
- 14.2 The customer shall not copy or permit any other person to copy any goods or any drawings specifications technical data and any other document information or material of any kind relating thereto.
- 14.3 The customer further agrees that it shall not deface or remove from any goods any notice proprietary legends labels or trademarks whether belonging to Techni or to any third party.
- 14.4 The customer shall indemnify Techni to the full extent of any costs disbursements and damages payable by Techni in the event if any claim made against Techni due to any injury, damage or loss suffered by any third party as a result of noncompliance by the customer with sub-conditions 2 and 3 above.
- 14.5 Techni gives no warranty that goods supplied to the customer do not infringe any trademarks, patents, copyright, or other intellectual property right belonging to any third party.

15. Confidentiality.

15.1 The customer agrees that it will treat any technical documents drawings or specifications and any other information relating to the goods supplied to it by Techni as confidential and will not without the prior written consent of Techni disclose the same to any person other than such of its employees as shall require to use the same and shall be bound by obligations of secrecy in respect thereof.

16. Sub-Contracting.

16.1 Techni shall have the right to sub-contract all or any part of its obligations hereunder.

17. Customers own designs or instructions.

17.1 If Techni shall manufacture or supply any goods in accordance with any designs or instructions furnished or given by the customer, the customer shall identify Techni to the full extent of any costs, disbursements and damages payable by Techni in the event of any claim made against it due to any injury damage or loss suffered by any third party as a result of any such designs or instructions infringing any copyright, trade mark, patent or other intellectual property right belonging to such third party shall first have given the customer three months' notice in writing of its intentions.

18. Customers own Components.

- 18.1 If Techni and the customer shall agree that components are to be supplied by the customer to Techni for insertion in goods manufactured or supplied by Techni.
- 18.2 The customer shall deliver such components to Techni carriage paid and in sufficient quantities to allow:
 - (a) For uninterrupted production of the goods in accordance with the agreed rate of delivery and:
 - (b) For any loss of such components during the manufacturing process.
- 18.3 Any components surplus to Techni's requirements shall if requested by the customer be returned to the customer at the customer's expense.
- 18.4 All components shall be suitable for incorporation in goods and of good quality and shall comply with any mutually agreed dimensions and tolerances.
- 18.5 Any defect in the goods attributable to unsuitable or faulty components supplied by the customer shall not entitle the customer to reject any of the goods or claim from Techni any such defects constitute any breach of contract upon the part of Techni.
- 18.6 If Techni shall incur any expense or suffer any loss or damage as a result of the customer's failure to comply with sub-conditions 1 to 4 of Clause 15 above or any of them the customer shall indemnify Techni to the full extent of any such expense loss or damage incurred by Techni.
- 18.7 Any customer supplied goods will need to be covered by the customer own insurance, as these goods are not covered under Techni's

insurance policy.

19. Waiver.

- 19.1 Conformity with Laws and Regulations:
 - 19.1.1 Techni does not promise or declare that the products shall be in conformity with any laws, ordinances, regulations, codes, or rules applicable to Techni and its product(s), other than those of European and English application on quality, safety, and the environment, unless this may be expressly stipulated in the purchase order.
 - 19.1.2 The Customer acknowledges that the use of the products may be subject to the requisites and limitations set down in these laws and rules. The Customer shall be exclusively responsible for (i) ensuring compliance with all laws and rules related to the use, application, and installation of the product(s), and: (ii) obtaining all official approvals and validations, licences or authorisations necessary for the said use.

19.2 Limitation of Liability:

- 19.2.1 The total liability of Techni, which may be derived from the execution of this contract, due to any action, omission, negligence, or any others, shall be limited to the price of the goods, except in the case of damages to the engine of the vehicle, in which case Techni shall cover that which may probably have been caused by the product(s).
- 19.2.2 Techni shall not be liable before the Customer for any direct, indirect, or consequential losses or damages (whether this may be for loss of profits, loss of business, loss of goodwill or any others) costs, expenses, or any other claims for whatever consequential compensation (however this may have been caused) which may take place in, or be related to, the contract.

20. Force Majeure.

20.1 Techni shall not be liable for any loss or consequential liability, or damage sustained by the customer by reason of act of God, war, riot, fire, strike, lock out governmental control or regulation, abnormal weather conditions, accidents, breakdown, or any other circumstances beyond its control.

21. **Law.**

21.1 These terms and conditions shall be governed by and construed in all respects according to English Law and the parties agree that all disputes shall be referred for determination to the English Courts.

22. Fitting and Maintenance.

- 22.1 Unless agreed in writing, Techni shall be under no obligation to affect any fitting or maintenance of goods supplied to the customer. Where Techni does agree to carry out any work the following additional Terms and Conditions shall apply:
 - (a) The customer shall at its own expense provide Techni or its agents with suitable access to and possessions of its premises, the goods, and other equipment to which the goods are to be fitted, suitable protections for the goods at all times after delivery, adequate lighting during fitting or maintenance, and all other facilities which Techni may require.
 - (b) If for any reason fitting or maintenance cannot be commenced at the time of delivery or at the agreed time costs incurred thereby including storage unloading and attendance of Techni employees and otherwise shall be payable by the customer.
 - (c) The customer shall reimburse Techni in respect of any overtime payable to Techni's employees in connection with such fitting or maintenance.
 - (d) Techni shall be entitled for the purposes of such fitting or maintenance to use any of its employees whether or not such employees belong to any trade union.
 - (e) Techni shall have no liability for any assistance rendered in connection with any fitting or maintenance of the goods including any damage occasioned by its employees or its agents to any property or employees of the customer and customer shall indemnify Techni from any claim arising from any such damage.
 - (f) The customer shall pay a call out charge depending on the repair location in line with Techni Call Out Zones
 - (g) The customer shall be liable to pay for labour from the point the keys are handed over to Techni employee at a rate of £65.00 per hour until all work is carried out
 - (h) The customer is required to have the vehicle available at the pre agreed time
 - (i) Should the vehicle not be available at the pre agreed time the

customer will be liable for a charge of £45.00 per hour from the agreed time

23. Tests.

23.1 In the event that the customer agrees to attend inspection or testing of the goods, or any work performed by Techni, and the customer fails to attend after being given at least 10 days' notice by Techni, then such inspections or test will take place in the customer's absence and Techni shall be deemed to have complied with its contractual obligations.

24. Returns.

- 24.1 Goods supplied in accordance with the contract cannot be returned without written permission of the seller. Notification of return must be received by Techni within 14 days of receipt of the goods. Duly authorised returns will be at the lower of the original price or current price and will incur a minimum 15% handling charge to cover administration and verification of the returned goods.
- 24.2 Upon return of the goods, Techni will be inspect for damage or missing parts, any damaged or missing parts will be deducted from the final amount credited along with the 15% handling charge.
- 24.3 The Customer must ensure that the terms of the confirmed purchase order, and any specifications applicable are complete and precise. In the case of any error, the costs caused by returning the product(s) are to be met by the Customer.

25. Warranty Claims.

- 25.1 Contact Techni immediately in the case of a failure.
- 25.2 European partners must:
 - 25.2.1 The Customer must send digital pictures of the failure in situ 25.2.2 Techni will analyse the situation together with the Customer and shall authorise in writing the actions which must be carried out for the correction of the situation, in relation to the technical assistance to be rendered, the labour and the material necessary in order to solve the same. Should this procedure not be followed, Techni shall not be obliged to respond for the warranty offered.
 - 25.2.3 Where goods are to be returned a 'Returns Reference Number' or "Case Number" will be required. This will be provided by Techni when the return has been requested.
 - 25.2.4 Where inspection is required, the customer will arrange for access for a Techni representative to view and inspect the failed component. Failure to retain failed parts for inspection could result in a claim rejection
 - 25.2.5 Any replacement parts will be charged in full and only credited in the event of a valid warranty claim. Any labour will be funded at a rate of £38/€45 per hour in the event of a valid warranty claim, limited to the removal and replacement of the failed component(s).
- 25.3 UK Mainland based customers must:
 - 25.3.1 The customer must contact Techni via phone or email providing detailed description of the failure.
 - 25.3.2 Techni will attempt to diagnose the problem over the phone and the customer must facilitate this where possible by providing accurate information and photos when required.
 - 25.3.3 Should Techni not be able to fix the problem over the phone, Techni will send out an engineer to the customers site to perform a repair.
 - 25.3.4 If it then turns out to be a Customer related issue, for example, Damage or Misuse then the Customer will be charged including any parts, labour and the relevant Call out charge, if this is the case then all work will require prior confirmation from the Customer before any repairs are carried out.
 - 25.3.5 For any customer related issues or non warranty related work then the Customer will be charged including any parts, labour and the relevant Call out charge, if this is the case then all work will require prior confirmation from the Customer before any repairs are carried out. A minimum of one hours labour will apply. Any visit that exceed this time will be charged accordingly in 6 minute increments.

26. Disclaimer

The contents of these trading terms and conditions are correct at the time of publication. Techni reserves the right to vary, modify or change any of the products, services or specifications including those described or referred to in this publication at any time without prior notice.