

GUARANTEE POLICY

BOTT LTD

This policy governs the guarantee given by Bott Ltd to you when you purchase any of our products ("Products").

Any reference to "you" or "your", means you as the original end user purchaser of our Products. Any reference to "Bott" is to Bott Ltd (a company incorporated and registered in England and Wales, with company number 01325869, whose registered office is Bude-Stratton Business Park, Bude, Cornwall, EX23 8LY, UK).

WHAT THIS GUARANTEE COVERS AND FOR HOW LONG:

Bott warrants that new Products manufactured by Bott and purchased, either directly from Bott or from an authorised Bott distributor, by you as an end user purchaser domiciled outside of the UK or the Republic of Ireland shall (from 1 December 2014) conform to the applicable published and/or agreed upon operational specifications and shall be free from material defects in material, workmanship and functionality for a period of 3 years after the date of purchase of the Products by you ("Guarantee Period").

If the Products are defective Bott reserves the right to either repair the Product (with new or reconditioned parts, subject to the availability of appropriate parts), or replace it with the same or equivalent Product where, in our opinion, the Product is beyond economic repair (using a new or reconditioned Product). Bott may, by agreement with you, dispatch parts and fitting instructions by courier to enable you to replace defective parts during the Guarantee Period, provided that you notify Bott according to the terms of this guarantee. Any service required under this guarantee must be performed by Bott or Bott's authorised distributors. Any repaired or replaced Product shall not extend the originally established period of such guarantee. All replaced parts of the Product shall become the property of Bott.

This express limited guarantee is extended by Bott to the original end user purchaser purchasing the Product, and is not assignable or transferable to any other party or subsequent purchasers, unless otherwise specified in writing to such original end user purchaser.

WHAT THIS GUARANTEE DOES NOT COVER:

Bott assumes no obligations or liability for additions or modifications to this guarantee unless made in writing and signed by an officer of Bott.

Unless made in a separate written and signed agreement between Bott and you, this guarantee does not cover the installation, maintenance or service of the Product.

Bott cannot be responsible in any way for any damage to the Product caused by ancillary equipment not furnished by Bott which is attached to or used in connection with the Product, or for operation of the Product with any ancillary equipment and all such equipment is expressly excluded from this guarantee.

This guarantee does not cover the following:

- A. Defects or damage resulting from use of the Product other than its normal and customary manner.

- B. Defects or damage occurring from lack of reasonable care, misuse, abuse, accident, corrosion, fire, liquid intrusion or neglect.
- C. Defects or damage from improper or unauthorised testing, operation, maintenance, service, repair, installation, alteration, modification, or adjustment.
- D. The Product not being installed and/or operated in accordance with the procedures described in the operating instructions and safety regulations (including, but not limited to, any failure to use appropriately trained personnel to install the Product, as directed by Bott).
- E. Products that have been subjected to unauthorised modifications, tampering, disassembly or repairs (including the addition to the Products of non-Bott supplied equipment if not authorised by Bott) which adversely affect performance of the Products or interfere with Bott's normal guarantee inspection and testing of the Products to verify any guarantee claim.
- F. Products intended for internal use that have been used in external conditions.
- G. Equipment not manufactured by Bott; however, such equipment may be subject to a guarantee provided by its original manufacturer, a copy of which is available on written request.
- H. Damage occurring in transit.
- I. Normal and customary wear and tear.
- J. Guarantee claims not made within the applicable Guarantee Period.
- K. Products sold as part of contract developments, auctions or rental agreements.
- L. Defects or damage occurring from repairs carried out other than by a Bott service technician or an authorised Bott distributor.
- M. Defects or damage not related to original manufacture of the Products.
- N. Worktops and work surfaces.
- O. Glass breakage, defective light bulbs, luminaires and sockets.
- P. Electrical equipment and motors.
- Q. Plastic parts and plastic accessories.

Bott may require you to return Products to our factory for servicing. If we request that you return a Product to us we will arrange for collection and return at our own cost. If when we receive the Product no fault can be found for which Bott is responsible according to the terms and conditions of this guarantee, you may be invoiced for the delivery charges that we incur in collecting and returning the Product to you.

If during any service visit offered by a local Bott distributor no fault can be found for which Bott is responsible according to the terms and conditions of this guarantee, you may be invoiced for by the distributor in accordance with its then prevailing charging structure (as notified to you prior to the call out).

HOW TO GET GUARANTEE SERVICE

You must notify Bott if you believe a Product is defective, via email at guarantee@bottltd.co.uk or via the customer service desk on +44 (0)1288 357788 quoting your delivery number. Please have your original purchase documentation available when contacting us.

To avoid unnecessary travel and reduce its carbon footprint, Bott prefers, where practical, to make use of modern communication techniques to resolve customer problems and provide a swift resolution.

To support Bott in processing a claim, in the first instance, you may be required to supply one or more of the following pieces of information electronically to support their claim:

- digital images of the affected Product(s);
- sketches of the fault;
- a short video clip of the fault;
- a written description of the fault; and/or
- information about the prior Product usage conditions.

GENERAL LIABILITY

This guarantee sets out the exclusive remedies available at Bott's absolute discretion for defective Products, being: (i) Product repair; or (ii) Product replacement.

Subject to a separate written agreement signed by us, Bott disclaims all other guarantees, warranties or conditions, express or implied, including the implied warranties or conditions of merchantability, satisfactory quality and/or fitness for a particular purpose.

Nothing in this policy shall exclude or limit our liability for death or personal injury resulting from our negligence or for fraud.

Subject to the paragraphs above, Bott shall not be liable in contract, tort (including negligence) or for breach of statutory duty or in any other way for: any loss arising from or in connection with loss of revenues, profits, contracts or business or failure to realise anticipated savings; any loss of goodwill or reputation; any indirect or consequential losses; loss or corruption of data or information; loss of use, loss of time, inconvenience, suffered or incurred by you arising out of or in connection with the purchase or our Products.

Subject always to the paragraphs above, the total liability of Bott in connection with the purchase of the Products, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall be limited to the purchase price of the particular Products to which any claims relate.

GOVERNING LAW AND JURISDICTION

This guarantee and any disputes or claims arising out of or in connection with it are governed by and construed in accordance with the laws of England and Wales and the courts of England and Wales have exclusive jurisdiction to settle any disputes or claims arising out of or in connection with this guarantee policy.