

## WARRANTY and REPAIR TERMS and CONDITIONS

Revision: March 2018

**Scope:** *The warranty and repair terms and conditions as set out hereunder apply only to bed-head service systems, pendant service systems and theatre panels ("the product") supplied and, where applicable, installed by Hutz Medical.*

- Save and except for the specific component warranty referred to in paragraph 2 below, Hutz Medical warrants that the product has been manufactured in accordance with EU CE mark Class IIb standards and that it will be free from any defect in materials or workmanship for a period of 24 months ("the warranty period") from:
  - The hand-over date, ie the date when the equipment is delivered, where Hutz Medical is not contracted for installation, alternatively
  - The commissioning date, ie the date when the installation of the product is complete as certified by Hutz Medical, where Hutz Medical is contracted for installation.
- The following specific components are not included in the warranty provided in paragraph 1 above and Hutz Medical warrants only that the components will be free from any defect in materials or workmanship as follows (based on supplier warranty terms and conditions):
  - Electrical components, e.g. switches, sockets, ballasts, relays, dimmers, circuit breakers: 12 months. Light-emitting sources are not warranted due to vulnerability to power surges, which are beyond the control of Hutz Medical.
  - Gas terminal units: 12 MonthsCommencement of warranty period is as per clause 1.
- The warranty does not cover defects:
  - Manifesting after the expiry of the warranty period in clauses 1 and 2
  - Arising from fair wear and tear
  - In equipment not supplied by Hutz Medical
  - Resulting from incorrect installation or relocation, where Hutz Medical is not contracted for installation or relocation of the product
  - Resulting from the repair and/or modification and/or alteration of the product and/or the addition and/or removal of services or components and/or unauthorized or improper integration with other products and/or tampering with the product, effected without Hutz Medical's prior written consent and, in particular, by a service agent not approved in writing by Hutz Medical
  - Resulting from fluctuations, surges in or failure of, the electricity supply
  - Due to malicious damage, neglect, negligence, misuse, abuse or use other than for the intended application for which the product is designed, purchased or installed
  - Resulting from a failure to adhere to instructions and warnings in the user instructions, and service instructions where applicable
  - Caused by fire, flooding or other events beyond the control of Hutz Medical (vis major)
  - Resulting from damage or contamination caused by transport, storage or installation, in an unsuitable manner or environment outside of Hutz Medical's responsibility or control or without Hutz Medical's prior written consent by a service agent approved in writing by Hutz Medical
  - As a result of latent defects in the product and/or the mounting infrastructure in respect of which Hutz Medical is not responsible, and of which Hutz Medical was not aware at the hand-over date or the commissioning date.
- Hutz Medical shall have no liability or obligation in terms of this warranty should the user not notify Hutz Medical of any defect in materials or workmanship that may manifest itself during the warranty period, in writing, within 7 days of having knowledge thereof.
- Hutz Medical shall at its cost and in its sole discretion either repair or replace the defective item and the repaired or replaced item will carry a warranty on the same terms as stated in clauses 1 and 2 above, except that such warranty will expire on the later of:
  - A date which is 3 months after the repair or replacement, or
  - The date when the warranty in clause 1 and 2 expires in respect of the product originally supplied.
- Hutz Medical, or its authorized agent, must be allowed to inspect the product and the premises where the product is and/or where the alleged defect is to have occurred. Hutz Medical may, in its sole discretion, decline to act under this warranty unless and until such time as the user provides Hutz Medical, or its authorized agent, access during business hours to such product and/or premises and within 14 days of notification of the defect as provided for in clause 4.
- The reporting of a defect in the product will not halt the running of the warranty period in either paragraph 1 or 2.
- No product or component may be returned to Hutz Medical without Hutz Medical's prior written consent.
- Insofar as the Consumer Protection Act, 68 of 2008 may apply, Hutz Medical may, in terms of section 67 (2) (a) of the Act, or equivalent local legislation, dispose of components replaced under this warranty at its sole discretion.
- The warranty shall be available to the original purchaser of the product only unless Hutz Medical consents to the transfer thereof to a new owner in writing and is not transferable or assignable.
- In no circumstances shall Hutz Medical be liable for any damages, consequential or otherwise, loss, expense, liability, cost, charge or penalty arising directly or indirectly from the use of the product. In addition, any repair and/or modification and/or alteration and/or addition of and/or removal of a component or service and/or the improper or unauthorized integration of the product with any other product or tampering with the product renders this warranty null and void.

Hutz Medical Service Department Contact: [service@hutz.co.za](mailto:service@hutz.co.za)

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