

# Warranties

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Eclectic Components' Terms of Trade cover the following topics. This section is dedicated to 'Warranties'.

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## 7 Warranties

7.1 The Company warrants (subject to the other provisions of these Conditions) that at the time of delivery the Goods will comply with any specification given by the Company for the Goods. The Company insofar as it is able so to do will pass on to the Customer the benefit of any manufacturer's warranty on any Goods supplied by the Company but will not accept liability for the failure of the Goods to meet the manufacturer's specification.

7.2 The Company shall not be liable for a breach of the warranty in Condition 7.1 if:

7.2.1 The Customer does not give written notice of any defect in the Goods, or part thereof to the Company within 3 (three) Working Days of delivery;

7.2.2 the Company is not given a reasonable opportunity of examining the Goods and the Customer (if asked to do so by the Company) does not return the Goods, or the part(s) claimed to be defective, to the Company's place of business for the examination to take place there. In the event of a return being requested by the Company, the Company shall have the right to charge carriage to and from the delivery location and the costs involved in the removal of the Goods, or the part(s) claimed to be defective, from the Customer's premises. In no instance shall the Customer return Goods once delivered to the Customer without prior written authority or request from the Company;

7.2.3 The Customer makes any further use of the Goods after giving notice of any defect in the Goods;

7.2.4 The defect arises because the Customer failed to follow any instructions of the Company as to the storage or use of the Goods or good trade practice; or

7.2.5 the Customer alters the Goods or their packaging without the written consent of the Company.

7.3 Subject to Condition 7.2, if any of the Goods do not conform with the warranty in Condition 7.1 the Company shall at its option replace such Goods, or the defective part(s) thereof, or refund the price of the defective Goods (where this has been paid) and shall have no further liability for breach of the warranty in Condition 7.1 in respect of such Goods. For the avoidance of doubt any claim made by the Customer against the Company in respect of and arising from any damage to or defect in the Goods or the Services supplied shall be limited to the value of the defective part(s) of the Goods or Services supplied.

7.4 Any claim for damage to or defects in, or shortages on delivery or generally concerning the Goods supplied shall be notified by the Customer to the Company in writing within 3 Working Days of the date of delivery in default of which no claim shall arise against the Company in respect of such damage, shortage or defects