

6 WARRANTY AND LIABILITY

6.1 Subject as provided in these conditions and except where the Goods are sold to a person dealing as a consumer within the meaning of the Unfair Contract Terms Act 1977, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law. Where the Goods are sold under a consumer transaction as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 the statutory rights of the Buyer are not affected by these Conditions.

6.2 Where any valid claim based on any defect in the quality or condition of the Goods or their failure to meet specification is notified to the Company in accordance with its returns procedure, the Company may at its option grant the Customer a credit at the price at which the Goods were invoiced or to repair or replace the defective Goods (or relevant part) with all reasonable despatch provided that in all cases the allegedly defective Goods are promptly returned to the Company by the Customer carriage paid and have been found after examination by the Company to be defective in accordance with its returns procedure.

6.3 The Company shall have no liability under conditions 6.1 and 6.2 above to the extent that the defect in the Goods has been caused or contributed to by the Goods having been stored, used or maintained otherwise than in compliance with any specifications laid down by the Company or the Goods being used other than for the purpose intended, or the Customer having performed or permitted to be performed any maintenance or repair of or alteration to the Goods.

6.4 The Goods shall comply with all legal requirements imposed in the United Kingdom but no responsibility is accepted by the Company in relation to compliance with laws and regulations of countries outside the United Kingdom.

6.5 Save as set out in condition 6 above, the Company shall have no liability whatsoever to the Customer arising out of or in connection with the sale or supply of Goods by the Company to the Customer whether for direct, indirect, consequential or any other type of loss and whether the same shall have been caused by the negligence, misrepresentation or other tort of the Company or by any breach or non-performance by the Company of the contract with the Customer and all conditions, warranties or other terms that are express or implied by law or otherwise inconsistent with this condition 6 are hereby excluded, provided always that nothing in these conditions shall exclude the liability of the Company for death or personal injury caused by its negligence or for any fraudulent pre-contractual misrepresentations.

6.6 The Customer shall notify the Company of any claim, action, demand or other proceeding of which it may become aware alleging that the Goods or any part of the Goods infringe any patent, copyright, registered design, design right or other intellectual property right but shall not without the prior written consent of the Company take any steps to defend, compromise or settle any such claim, action, demand or proceeding.

6.7 The Customer shall indemnify the Company against all claims, losses, costs and expenses made against or suffered by the Company arising from or incurred by reason of any loss, injury or damage suffered by a third party and arising out of use of the Goods.