

## Haes Warranty and Returns Policy

### 1 Definitions

The following definitions shall apply in this policy:

<b>Customer</b>	the purchaser of the Goods.
<b>Goods</b>	any goods (or any part of them) purchased from Haes.
<b>Haes</b>	Haes Technologies Limited, a company registered in England and Wales with company number 1427223.
<b>Haes Group</b>	Haes, its Holding Company or its Subsidiaries from time to time and any Subsidiary of any Holding Company from time to time.
<b>Holding Company and Subsidiary</b>	have the meanings of “holding company” and “subsidiary” as defined in section 1159 of the Companies Act 2006.

### 2 Warranty

- 2.1 Haes warrants that, for the relevant period as set out in clause 2.2 (**Warranty Period**), the Goods shall:
- 2.1.1 conform in all material respects with their description;
  - 2.1.2 be free from material defects in design, material and workmanship; and
  - 2.1.3 be fit for any purpose held out by Haes.
- 2.2 The applicable **Warranty Period** is:
- 2.2.1 for any Goods manufactured by a company in the Haes Group, a period of 36 months; and
  - 2.2.2 for all other Goods, the warranty period given by the manufacturer of the relevant Goods,

and the commencement date of each Warranty Period is the date of delivery of the Goods by or on behalf of Haes.

### 3 Returns within the Warranty Period

- 3.1 Subject to clause 3.3, if:
- 3.1.1 the Customer gives notice (by telephone to Haes on 01895 546205) during the Warranty Period within 5 business days of discovery that some or all of the Goods do not comply with the warranty set out in clause 2.1;
  - 3.1.2 Haes is given a reasonable opportunity of examining such Goods; and
  - 3.1.3 the Customer (if asked to do so by Haes) returns such Goods to Haes' place of business at the Customer's cost,
- Haes shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 3.2 Haes may, but shall not be obliged, to send replacement Goods (**Advance Replacement**) for any Goods returned in accordance with this clause 3. If, on receipt of the returned Goods, Haes or the relevant manufacturer of the Goods determines that such Goods do comply with the warranty in clause 2.1 or would comply with the

warranty in clause 2.1 but for any action taken by the Customer as set out in clauses 3.3.1, 3.3.2, 3.3.4 or 3.3.5:

- 3.2.1 Haes may send an invoice for the Advance Replacement and any delivery charges incurred in relation to the same; and
- 3.2.2 the Customer shall pay for the Advance Replacement and such delivery charges by the end of the month following the date of the invoice for the same.
- 3.3 Haes shall not be liable for the Goods' failure to comply with the warranty in clause 2.1 if:
  - 3.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 3.1;
  - 3.3.2 the defect arises because the Customer failed to follow Haes' oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
  - 3.3.3 the defect arises as a result of Haes following any drawing or design supplied by the Customer;
  - 3.3.4 the Customer alters or repairs such Goods without the written consent of Haes;
  - 3.3.5 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions; or
  - 3.3.6 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.
- 3.4 Except as provided in this policy, Haes shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 2.1.
- 3.5 The terms of this policy shall apply to any repaired or replacement Goods supplied by Haes under clause 3.1.

#### **4 Returns where the Goods are no longer required by the Customer**

- 4.1 The Customer may return Goods to Haes where there is no breach of clause 2.1 provided that:
  - 4.1.1 the Goods were delivered to the Customer less than 3 months prior to date of return;
  - 4.1.2 the Goods are returned in the original packaging;
  - 4.1.3 the Goods have not been used and are in good condition and "as new"; and
  - 4.1.4 the Goods are returned in accordance with clause 5.
- 4.2 On receipt of returned Goods in accordance with clause 4.1, Haes shall inspect the Goods and shall, as soon as reasonably practicable, confirm to the Customer if the returned Goods are eligible for return in accordance with this clause 4.
- 4.3 Any refund given by Haes for Goods returned in accordance with this clause 4 shall be reduced by a handling fee which shall be:
  - 4.3.1 in respect of Goods manufactured by a company in the Haes Group, 25% of the price paid by the Customer for such Goods; and

- 4.3.2 in respect of all other Goods, whichever is the higher of:
  - 4.3.2.1 25% of the price paid by the Customer for such Goods; and
  - 4.3.2.2 the sum of:
    - (a) the handling fee charged to Haes by the manufacturer of the Goods; and
    - (b) the costs incurred by Haes in connection with the return of Goods to that manufacturer.

## 5 All Returns

If the Customer is permitted, in accordance with this policy, to return any Goods, the Customer shall:

- 5.1 telephone Haes on 01895 546205 and request a returns code (**RMA Code**); and
- 5.2 send the Goods to Haes with an accompanying note stating:
  - 5.2.1 the Customer's name and address;
  - 5.2.2 the Haes order reference from the Customer's purchase of the Goods;
  - 5.2.3 the RMA Code; and
  - 5.2.4 a brief description of the reason for the return.