

Schedule 1

Lifetime Guarantee for Towbars which have been manufactured and sold by the Supplier

1. QUALITY & LIFETIME WARRANTY

- 1.1 The Supplier warrants that on delivery, and, in respect of each individual towbar, for the reasonable lifetime of the first vehicle to which the relevant towbar was fitted (**warranty period**), the Goods shall:
- (a) conform in all material respects with their description and any applicable Specification;
 - (b) be free from material defects in design, material and workmanship;
 - (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979); and
 - (d) conform to EC94/20 Regulations (where applicable).
- 1.2 Subject to paragraph 1.3, if:
- (a) the Customer gives notice in writing to the Supplier during the warranty period within 3 Business Days of discovery (in respect of Goods which are damaged or defective on delivery, please see paragraph 1.3(g) below) that some or all of the Goods do not comply with the warranty set out in paragraph 1.1; and
 - (b) the Supplier is given a reasonable opportunity of examining such Goods; and
 - (c) the Customer (if asked to do so by the Supplier) returns such Goods to the Supplier's place of business at the Customer's cost; and
 - (d) the Customer provides the Supplier with an copy of the original invoice and packaging for the Goods,
- the Supplier shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full (and, if the Goods are defective, the Supplier shall reimburse the reasonable costs incurred by the Customer in returning the Goods to the Supplier, provided that the Customer provides evidence of such costs)
- 1.3 The Supplier shall not be liable for Goods' failure to comply with the warranty set out in paragraph 1.1 in any of the following events (or if the Supplier holds a reasonable belief that any of the following events have occurred):
- (a) the Customer makes any further use of such Goods after giving notice in accordance with paragraph 1.2;
 - (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of the Supplier following any drawing, design or Specification supplied by the Customer;
 - (d) the Customer alters, modifies and/or repairs such Goods in any way without the written consent of the Supplier;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions;
 - (f) the Goods differ from their description and/or the Specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements;
 - (g) the Goods and/or the packaging of the Goods were damaged and/or defective on delivery and the Customer signed the Carrier's consignment note without noting any damage; or
 - (h) the Goods were not fitted using the nuts, bolts and washers supplied with the Goods;
 - (i) the correct torque settings (as set out in the written instructions of the Supplier were not adhered to);
 - (j) the Goods have been fitted to more than one vehicle (e.g. they have been removed from the original vehicle that the goods were fitted to and have then been fitted to another vehicle);
 - (k) the Goods have been used to tow above the maximum towing capacity for the vehicle to which they are fitted (as set out in the relevant vehicles handbook);
 - (l) an inspection has not been carried out in respect of the Goods to check for faults and wear & tear ("an Inspection") every year since the relevant vehicle has been fitted with the Goods or, if sooner, every 1,000 miles that the vehicle has towed using the Goods;
 - (m) If upon any Inspection, a reasonably competent person (who deals with towbars) would have concluded that some part/parts of the Goods needed to be replaced/repaired and the same have not been replaced and/or repaired with the Supplier's replacement parts;
 - (n) The vehicle to which the Goods have been fitted has been involved in a road traffic accident or other collision;
 - (o) The Goods were not fitted to the vehicle by a professional fitter;
 - (p) The Goods were fitted to a Vehicle that had been previously damaged as a result of a road traffic accident or other collision and/or a Vehicle that is suffering from corrosion; or
 - (q) The Customer sells and/or otherwise transfers ownership of the Vehicle to which the Goods have been attached.
- 1.4 Except as provided in this Schedule, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in paragraph 1.1. For the avoidance of any doubt, the warranty provided at paragraph 1.1 shall not extend to include the paint finish of the Goods.
- 1.5 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 1.6 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier
- 1.7 If the Goods are the Supplier's detachable towbars, then the provisions of this Schedule shall apply to such Goods save that the detachable mechanism of the towbar (being the neck and housing) will only be covered for a warranty period of 3 Years from the date of delivery.
- 1.8 Please note that the warranty provided at paragraph 1.1 is personable to the Customer and cannot, in any circumstances, be transferred and/or assigned to and/or enforced by a third party.
- 1.9 For the avoidance of any doubt, the provisions of this Schedule shall only apply in respect of towbars which have been manufactured solely by the Supplier.