







## Repairs, Warranty and liability

- After unpacking of the received order, you have to let us know immediately if you have found any problems or defects. Where any such problems or defects are our fault, we will remedy the problem, replace the products, or refund the purchase price paid for such faulty products at our option. You agree to give us reasonable cooperation and time to do this. We warrant that we will repair or replace (at our option) any of our products or processes found to contain material 'latent defects' (as defined below) in PRIVATISELECTIONEM materials and workmanship for twenty-four months from initial collection/dispatch, subject to the terms of this warranty.
- We shall only be liable under the above warranty or otherwise for problems or defects that could not have been reasonably detected on our close inspection at our premises and which could not have been caused in transit to you ("latent defects"). This warranty does not apply to any defect in the goods arising from fair wear and tear, willful damage, installation, negligence by you or any third party, use otherwise than as recommended by us, failure to follow any installation or care instructions, or any alteration or repair carried out without our approval. In particular this warranty does not apply to any defects caused by failure to adhere to any Care Instructions supplied by PRIVATISELECTIONEM.
- Unless we agree otherwise, repairs to remedy latent defects under the warranty as described above, will be carried out at PRIVATISELECTIONEM premises and we would ask you to return the affected products to us as soon as possible for these purposes.
- The above warranty is in lieu of all other express or implied warranties and other terms relating to the quality or fitness of the goods or otherwise, which are excluded to the fullest extent permitted.
- If you require products to be repaired after dispatch for any reason other than latent defects, our charges will apply depending on the defect type in each individual case.
- Where we carry out minor repairs (under warranty or otherwise) you accept that repairs carried out in this manner will be as inconspicuous as possible but may still be visible to the naked eye.
- Nothing in these terms and conditions shall confer or imply any liability on PRIVATISELECTIONEM for any loss of profit, revenue, savings, goodwill or data or any indirect, special or consequential loss, damage, costs, other claims arising out of or in connection with your order or their use or resale, and our entire liability shall not exceed the price paid by you for the specific products in relation to which liability has arisen.

## Confidentiality

Neither you nor we shall at any time disclose to any other person or use for any purpose except as necessary to fulfill your order any confidential information which has been disclosed to it by the other and each of us shall use our best endeavors to keep any such information confidential, except in relation to information that has entered the public domain other than by their own fault; or in relation to information required by a court or tribunal to be disclosed.

## Data Protection

We shall both respect the privacy of each other's personnel's personal data and will comply with all relevant and applicable Luxembourg data protection legislation. Neither of us will disclose such personal data to anyone, unless required to do so by a court of competent jurisdiction.

## Termination

- If you:
  - breach any of your obligations set out in these terms and fail to remedy that breach within 14 days of us asking you to;
  - make a voluntary arrangement with your creditors, become bankrupt or become subject to an administration order or go into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
  - or a receiver or equivalent is appointed, of any of your property or assets; or
- you cease, or threaten to cease, to carry on business; or
- we reasonably apprehend that any of the events mentioned above are about to occur in relation to you and notify you accordingly.

Then, without limiting any other right or remedy available to us, we may cancel or suspend any pending or further orders without any liability, and any extended credit terms agreed with you will be immediately canceled and we shall be entitled to call for immediate full payment for work undertaken.

## General

- Nothing in these terms shall create, or be deemed to create, a partnership, or the relationship of principal and agent, between us.
- If any provision contained in these terms and conditions is considered by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other terms and conditions which shall remain in full force and effect.
- These terms and conditions together with the Technical drawing and the Quote contain the entire agreement between us with respect to its subject matter and (subject to the above) may not be modified except by an instrument in writing signed by the duly authorized representatives of either of us.
- We shall not be liable to you or be deemed to be in breach of these terms and conditions by reason of any delay in performing, or any failure to perform, any of our obligations to you, if the delay or failure was due to any cause beyond our reasonable control.