

Auto-m8 Systems The Gate & Garage Door Company Spain

Warranty Terms and Conditions

The customer's attention is drawn in particular to the provisions of Clause 12 (Limitation and Exclusion of Supplier's Liability).

DEFINITIONS AND INTERPRETATION

Unless the context otherwise requires, the definitions and rules of interpretation set out in this clause 1 apply in these Conditions.

1 DEFINITIONS:

1.1.1 **Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks are open for business.

1.1.2 **Conditions:** the terms and conditions set out in this document.

1.1.3 **Contract:** the contract between the Supplier and the Customer for the sale and purchase of the Goods in accordance with these Conditions.

1.1.4 **Customer:** the person who purchases the Goods from the Supplier.

1.1.5 **Delivery:** the delivery or collection of the Goods in accordance with clause 6.

1.1.6 **Delivery Location:** the location for delivery or collection of the Goods agreed between the parties or, if there is no such agreement, the location notified by the Supplier to the Customer.

1.1.7 **Force Majeure Event:** an event or circumstance beyond a party's reasonable control.

1.1.8 **Goods:** the goods (or any part of them) set out in the Order.

1.1.9 **Order:** the Customer's order for the Goods, whether via telephone, email or otherwise, confirming its agreement to the Specification and the quotation.

1.1.10 **Specification:** the specification for the Goods, including any related measurements, plans and drawings issued by the Supplier.

1.1.11 **Supplier:** Auto-m8 Systems The Gate & Garage Door Company Spain.

1.1.12 **Warranty:** the warranty relating to the Goods set out in clause 3.1.

1.1.13 **Warranty Period:** the applicable warranty period relating to the Goods set out in clause 3.2.

1.1.14 **Website:** the Supplier's website at <https://www.auto-m8.es>

1.2 Interpretation:

1.2.1 words in the singular shall include the plural and in the plural shall include the singular.

1.2.2 a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

1.2.3 a reference to a clause is to a clause of these Conditions.

1.2.4 a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.5 any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.2.6 a reference to **writing** or **written** includes emails but excludes all other forms of electronic communication.

2. BASIS OF CONTRACT

2.1 A quotation for the Goods given by the Supplier shall not constitute an offer. A quotation shall, unless otherwise agreed, only be valid for a period of 30 Business Days from its date of issue.

2.2 If the Customer is willing to proceed with the Supplier's quotation, the Customer may place its Order with the Supplier, and such Order shall constitute an offer by the Customer to purchase the Goods in accordance with these Conditions.

2.3 Following receipt of the Order, the Supplier shall prepare and issue a Specification to the Customer. The Customer is responsible for checking and ensuring that the terms of the Specification are complete and accurate. The Customer should notify the Supplier as soon as possible if the Specification is incomplete or inaccurate in any respect and, in such circumstances, the Supplier shall prepare and issue a revised Specification to the Customer.

2.4 The Order, and the Customer's acceptance of the Specification, shall be deemed to be accepted by the Supplier, and at which point the Contract shall come into existence, at the earlier of:

2.4.1 the Customer confirming its acceptance of the Specification; or

2.4.2 24 hours having passed since the Specification (or revised Specification) was issued to the Customer.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.

2.6 The Customer acknowledges and agrees that any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions or illustrations contained in the Supplier's catalogues or brochures are produced for the sole purpose of giving an approximate idea of the Goods referred to in them. They shall not form part of the Contract nor have any contractual force.

3. GOODS, WARRANTY AND WARRANTY PERIOD

3.1 Subject to clause 3.5 and clause 3.6, the Supplier warrants (**Warranty**) that for the duration of the Warranty Period the Goods will:

3.1.1 conform in all material respects with their description and the Specification;

3.1.2 be free from material defects in design, material and workmanship; and

3.1.3 be of satisfactory quality (within the meaning of the EU Sale of Goods Act).

3.2 The period during which the Warranty shall be valid (**Warranty Period**) begins at the point of Delivery or Installation of the Goods and shall continue, unless otherwise specified on the Website for each different type of Goods, for a period of two years.

3.3 In accordance with clause 15.1, the Warranty may only be assigned by the Customer to another person with the Supplier's prior written consent.

3.4 The terms implied by sections 13 to 15 of the EU Sale of Goods Act are, to the fullest extent permitted by law, excluded from the Contract.

3.5 The Warranty shall not apply to any defect in or loss of the Goods which are caused by or as a result of:

3.5.1 any failure by the Customer or any other person to follow the Supplier's or manufacturer's instructions and guidance as to the installation, operation, maintenance and repair of the Goods. The Customer acknowledges and agrees that it is its responsibility to request the manufacturer's instructions and guidance, where they have been lost or damaged or none were originally provided, before installing the Goods or otherwise operating, maintaining or repairing them;

3.5.2 any brickwork, masonry, rendered or other surfaces cracking or collapsing during the installation of the Goods;

3.5.3 any defect or deterioration of timber not comprising the Goods, including rot, drying out or expanding after installation of the Goods;

3.5.4 any weakening or collapse of the structure to which the Goods are affixed during or at any time after installation;

3.5.5 any damage to or deterioration in the condition of the Goods caused by the Customer or its nominated carrier during Delivery or whilst the Goods are being stored pending installation;

3.5.6 the Supplier or any nominated carrier loading or unloading of the Goods in accordance with the Customer's or any third party's instructions;

3.5.7 any operation or use of the Goods after any other defect or damage has become apparent;

3.5.8 any Goods being installed within a two mile radius of the sea or other body of water of equivalent or greater salt concentration or in an area subject to industrial fall out;

3.5.9 any fault or surge in Customer's electricity supply;

3.5.10 any alteration or modification to the Goods without the Supplier's prior written consent;

3.5.11 without prejudice to clause 3.5.12, the Goods suffering from any rubbing or scuff marks as a result of normal operation. The Goods contain moving parts and, as part of its installation instructions, the Supplier recommends that the installer of the Goods apply Velcro to locking mechanisms to minimise any rubbing or scuff marks; or

3.5.12 fair wear and tear, wilful damage, negligence, lack of reasonable care or abnormal storage or operating conditions.

3.6 The Warranty shall not apply to:

3.6.1 any marks, distortion, stains, blemishes, indentations or scuffs on the Goods which are not observable from a distance of at least three metres away in natural light (not direct sunlight);

3.6.2 any errors in the Specification, including incorrect measurements and characteristics of the Goods, which the Customer has agreed to;

3.6.3 any amendments made by the Supplier to the Specification if required by any applicable statutory or regulatory requirements; and

3.6.4 any of the following components forming part of the Goods:

- (a) batteries;
- (b) fuses;
- (c) sensitivity adjustments;
- (d) light bulbs.

4. ACCEPTANCE AND REJECTION OF GOODS

4.1 The Customer may during the Warranty Period reject any Goods delivered to it that do not comply with the Warranty, provided that:

4.1.1 written notice of the Customer's rejection is given to the Supplier:

(a) in the case of a defect that is apparent on normal visual inspection, within two Business Days of the date of delivery; or

(b) in the case of any other defect, within two Business Days of the latent defect having become apparent;

4.1.2 the Supplier is given a reasonable opportunity of examining such Goods to verify the relevant defect and its cause; and

4.1.3 the Supplier is able to verify that none of the events or circumstances listed in clause 3.5 apply.

4.2 If the Customer fails to give a notice of rejection in accordance with clause 4.1, it shall be deemed to have accepted the Goods.

5. REMEDIES FOR DEFECTIVE GOODS

5.1 If the Customer properly rejects the Goods under 4.1, then the Supplier shall, at its option:

5.1.1 replace the defective Goods or defective parts of the Goods; or

5.1.2 refund the price of the defective Goods in full.

5.2 Any delivery charges incurred in relation to the replacement of the Goods under clause 5.1 shall be at the Supplier's cost. However, the Supplier shall not be responsible for any other associated costs and expenses incurred by the Customer in relation to the installation of replacement Goods, including labour charges.

5.3 Provided that it carries out either of the remedies set out in clause 5.1, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the Warranty.

5.4 These Conditions shall apply to any replacement Goods or parts of Goods supplied by the Supplier pursuant to this clause 5.

6. DELIVERY, COLLECTION AND INSPECTION

6.1 The Supplier shall:

6.1.1 arrange for delivery of the Goods to the Delivery Location; or

6.1.2 make the Goods available for collection by the Customer or its nominated carrier from the Delivery Location, in each case, the delivery or collection of the Goods being referred to as **Delivery**.

6.2 The Supplier reserves the right to charge the Customer for assisting with the unloading of the Goods from the delivery vehicle.

6.3 Additional terms and practical requirements relating to the Delivery of the Goods are set out on the Website and these are binding on the Customer.

6.4 Any dates quoted by the Supplier for Delivery are approximate only, and the time of Delivery of the Goods is not of the essence of the Contract. The Supplier shall not be liable for any delay in Delivery of the Goods that is caused by a Force Majeure Event, Unforeseen 3rd party delays with Bespoke Items or the Customer's failure to:

6.4.1 provide the Supplier with adequate instructions or information relating to the supply or Delivery of the Goods; or

6.4.2 arrange for the collection of the Goods (if applicable).

6.5 The Supplier shall ensure that each consignment of the Goods is supplied with a hard copy or electronic delivery note that shows all relevant Customer and Supplier reference numbers, the type and quantity of the Goods, and storage and installation instructions (if any).

6.6 Delivery is completed:

6.6.1 where the Supplier is to arrange for delivery of the Goods, when the Goods are unloaded at the Delivery Location; or

6.6.2 where the Customer is to arrange for collection of the Goods, when the Goods are made available to the Customer or its nominated carrier for collection from the Delivery Location.

6.7 The Customer shall, within two Business Days of the date of Delivery of the Goods, carry out an inspection of the Goods to check for any obvious or noticeable defects which are apparent.

6.8 If the Supplier fails to make Delivery of the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. The Supplier shall have no liability for any failure to make Delivery of the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to:

6.8.1 provide the Supplier with adequate instructions or information relating to the supply or Delivery of the Goods; or

6.8.2 arrange for the collection of the Goods (if applicable).

6.9 If the Customer fails to accept Delivery of the Goods, then, except where such failure or delay is caused by a Force Majeure Event or the Supplier's failure to comply with its obligations under the Contract:

6.9.1 Delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day after the day on which:

(a) the Supplier's carrier first attempted to deliver the Goods; or

(b) the Supplier first notified the Customer or its nominated carrier that the Goods were ready for collection; and

6.9.2 the Supplier shall arrange for storage of the Goods until Delivery takes place, and charge the Customer for all related costs and expenses (including storage, insurance and redelivery charges (as applicable)).

6.10 If the Customer has not accepted Delivery of the Goods within five Business Days after the day on which:

6.10.1 the Supplier's carrier first attempted to deliver the Goods; or

6.10.2 the Supplier first notified the Customer or its nominated carrier that the Goods were ready for collection, the Customer shall be deemed to be in breach of these Conditions and the Supplier may recall or resell or otherwise dispose of part or all of the Goods. Such recall, resale or disposal of the Goods shall not affect the Customer's obligation to pay the price of the Goods and any other amounts due under these Conditions.

7. TITLE AND RISK

7.1 The risk in the Goods shall pass to the Customer on completion of Delivery.

7.2 Title to the Goods shall not pass to the Customer until the earlier of:

7.2.1 the Supplier receives payment in full (in cash or cleared funds) for the Goods and any other goods that the Supplier has supplied to the Customer in respect of which payment has become due, in which case title to the Goods shall pass at the time of payment of all such sums; and

7.2.2 the Customer resells the Goods, in which case title to the Goods shall pass to the Customer at the time specified in clause 7.4.

7.3 Until title to the Goods has passed to the Customer, the Customer shall:

7.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as the Supplier's property;

7.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;

7.3.3 not install or permanently affix the Goods to any structure;

7.3.4 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price from the date of Delivery;

7.3.5 notify the Supplier immediately if it becomes subject to any of the events listed in clause 11.1; and

7.3.6 give the Supplier such information relating to the Goods as the Supplier may require from time to time.

7.4 Subject to clause 7.5, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before the Supplier receives payment for the Goods. However, if the Customer resells the Goods before that time:

7.4.1 it does so as principal and not as the Supplier's agent; and

7.4.2 title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs.

7.5 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1, then, without limiting any other right or remedy the Supplier may have:

7.5.1 the Customer's right to resell the Goods or use them in the ordinary course of its business ceases immediately; and

7.5.2 the Supplier may at any time:

(a) require the Customer to deliver up all Goods in its possession that have not been resold or permanently installed; and

(b) if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

8. PRICE AND PAYMENT

8.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date of Delivery.

8.2 The Supplier may, by giving notice to the Customer at any time before Delivery, increase the price of the Goods to reflect any increase in the cost of the Goods that is due to:

8.2.1 any request by the Customer to change the date of Delivery, types of Goods ordered or the Specification; or

8.2.2 any delay caused by any instructions of the Customer or failure of the Customer to give the Supplier adequate or accurate information or instructions.

8.3 The price of the Goods:

8.3.1 excludes amounts in respect of value added tax (**IVA**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid IVA invoice; and

8.3.2 unless otherwise agreed, excludes the costs and charges of packaging, insurance and transport of the Goods, which shall be invoiced to the Customer (if applicable).

8.4 The Supplier may at its discretion invoice the Customer for the Goods on or at any time after the acceptance of the Customer's Order or completion of the Delivery.

8.5 The Customer shall pay the Supplier's invoice in full and in cleared funds:

8.5.1 if it has a credit account, unless any other credit account conditions have been agreed between the parties, within 30 days of the end of the month following the month in which the Supplier's invoice is raised; or

8.5.2 if it does not have a credit account, on receipt of the Supplier's pro forma invoice.

8.6 Bespoke items, require a deposit. commonly 50% of the total quoted price to be paid. The deposit acts as a confirmation of the Customer's order. Fabrication work will not commence until the Supplier has received the deposit.

8.7 If the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of Spain's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.

8.8 The Customer shall promptly on demand, pay to, or reimburse, the Supplier on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including legal, printing and out-of-pocket expenses) incurred by the Supplier in connection with the exercise or enforcements of its rights under these Conditions and the recovery of any overdue payments under the Contract.

8.9 The Customer shall pay all amounts due under the Contract in full without any set-off, counterclaim, deduction or withholding (except for any deduction or withholding required by law). The Supplier may at any time, without limiting any other rights or remedies it may have, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

9. INTERNATIONAL DELIVERIES

9.1 This clause 9 only applies to Orders where the Delivery Location of the Goods is outside of the Spanish mainland. If there is an inconsistency between any of the provisions of this clause 9 and the other provisions of these Conditions in relation to such Orders, the provisions of this clause 9 shall prevail.

9.2 In relation to any Order for the Delivery of Goods outside the Spanish mainland:

9.2.1 the Customer shall be required to pay the Supplier's invoice in full before the Goods are dispatched or made available by the Supplier for Delivery;

9.2.2 the Customer agrees to be liable for, and shall indemnify and keep indemnified the Supplier against, all taxes, charges, levies, fees, duties, payments, excises, tolls, tariffs, deductions, rates, withholdings and other similar costs or charges incurred or due which arise out of or in connection with the Delivery of the Goods to the Delivery Location;

9.2.3 the Customer agrees to be responsible for ensuring that the Delivery of the Goods to the Delivery Location will comply with all applicable legislation, regulations, rules and other import requirements; and

(a) Delivery of the Goods shall be "Ex Works";

(b) the Customer shall be responsible for nominating a carrier and⁶ arranging for them to collect the Goods from the Supplier.

10. INTELLECTUAL PROPERTY RIGHTS

10.1 Nothing in these Conditions is intended to or shall have the effect of transferring to or vesting in the Customer any intellectual property rights owned by the Supplier or any of its own licensors.

10.2 The Customer agrees not to use any intellectual property rights owned by the Supplier or any of its own licensors (including catalogues, brochures, data sheets, price lists and images) in any way other than strictly for the purpose of complying with its obligations and exercising its rights under the Contract.

10.3 The Customer shall promptly comply with all directions and guidance issued by the Supplier from time to time in relation to the Supplier's intellectual property rights (including ceasing using the same immediately upon request).

10.4 The Customer hereby agrees to indemnify and keep indemnified the Supplier in full against all costs, expenses, damages and losses, including any interest, fines, legal and other professional fees and expenses suffered, incurred or paid by the Supplier as a result of the Customer's actual or alleged infringement of the Supplier's or its own licensors' intellectual property rights.

11. TERMINATION

11.1 Without limiting its other rights or remedies, the Supplier may terminate this Contract with immediate effect by giving written notice to the Customer if:

11.1.1 the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 10 days of that party being notified in writing to do so;

11.1.2 the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

11.1.3 the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or

11.1.4 the Customer's financial position deteriorates to such an extent that in the Supplier's opinion the Customer's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

11.2 Without limiting its other rights or remedies, the Supplier may suspend provision of the Goods under the Contract or any other contract between the Customer and the Supplier if the Customer becomes subject to any of the events listed in clause 11.1.1 to clause 11.1.4, or the Supplier reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due under this Contract on the due date for payment.

11.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under the Contract on the due date for payment.

11.4 On termination of the Contract for any reason:

11.4.1 the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and deliver up any Goods not paid for;

11.4.2 if the Customer fails to deliver up any Goods not paid for, the Supplier may enter any premises of the Customer or of any third party where the Goods are stored in order to recover them; and

11.4.3 the Customer shall immediately cease to use any intellectual property rights owned by or licensed to the Supplier.

11.5 Termination of the Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.

11.6 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.

11.7 The supplier has the right cancel a contract between itself and a customer if the supplier believes they are not able to for fill a contact with the customer with the contract. If the supplier cancelled the contract between the supplier and the customer for any reason. A full refund of any deposit paid in relation to the contract will be credited back to the customer within 30 days.

LIMITATION AND EXCLUSION OF SUPPLIER'S LIABILITY

12.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:

12.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);

12.1.2 fraud or fraudulent misrepresentation;

12.1.3 breach of the terms implied by the EU Sale of Goods Act; or

12.1.4 any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.

12.2 Subject to clause 12.1:

12.2.1 the Supplier shall under no circumstances whatsoever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and

12.2.2 the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods.

13. CUSTOMER'S INDEMNITY

Notwithstanding any other provisions of these Conditions, or any other rights or remedies available to the Supplier, the Customer shall promptly on demand, pay to, or reimburse, the Supplier on a full indemnity basis, all costs, charges, expenses, taxes and liabilities of any kind (including legal, printing and out-of-pocket expenses) incurred by the Supplier in connection with the Supplier complying with any instructions issued by the Customer or any third party authorised by it (whether expressly or impliedly) or otherwise as a result of the Customer's own actions, omissions or negligence.

14. FORCE MAJEURE

Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from a Force Majeure Event. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this Contract by giving written notice to the affected party.

15. GENERAL

15.1 Assignment and other dealings.

15.1.1 The Supplier may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

15.1.2 The Customer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Supplier.

15.2 Confidentiality.

15.2.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 15.2.2.

15.2.2 Each party may disclose the other party's confidential information:

(a) to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 15.2; and

(b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.2.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

15.3 **Data Protection.** The Supplier shall only collect and process personal data relating to the Customer and its officers, employees or other individual representatives in accordance with the Supplier's customer privacy notice which is available on the Supplier's website.

15.4 **Entire agreement.**

15.4.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

15.4.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

15.5 **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

15.6 **Waiver.** No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

15.7 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

15.8 **Notices.**

15.8.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, sent by pre-paid first class post or other next working day delivery service, commercial courier, or email.

15.8.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 15.8.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by email, one Business Day after transmission.

15.8.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

15.9 **Third party rights.** No one other than a party to this Contract and their permitted assignees shall have any right to enforce any of its terms.

15.10 **Governing law.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance within EU law.

15.11 **Jurisdiction.** Each party irrevocably agrees that the Spanish courts shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

PLEASE READ THE FOLLOWING TERMS AND CONDITIONS OF USE CAREFULLY.

Auto-m8 Systems The Gate & Garage Door Company Spain warrants, on behalf of the manufacturer, the original purchasers for a period of two (2) years unless stated below. Warranty commences from date of purchase (or installation). The manufacturer warrants the product to be free of defects in materials and workmanship under normal use, providing installation has been carried out in accordance to manufacturer's specifications. All remotes carry a 6 month warranty with 3 months on batteries. During the warranty period, Auto-m8 Systems shall either repair or replace any defective product upon return of the product to Auto-m8 Systems. Any replacement and/or repaired parts sent out by Auto-m8 Systems are warranted for the remainder of the original warranty or ninety (90) days, whichever is longer. No replacement parts are to be sent prior to the original parts being returned first. The original owner must promptly notify Auto-m8 Systems in writing via email to info@auto-m8.es that there is an issue in material or workmanship and such written notice shall be received in all events prior to expiration of the warranty. It is the purchaser's responsibility to confirm this notification has been received by Auto-m8 Systems The Gate & Garage Door Company Spain.

PRODUCT TO BE FABRICATED

It is the buyer's responsibility to check the delivery address, product description and dimensions are correct on the Auto-m8 Systems Tax Invoice before paying any monetary fund's or accepting a Auto-m8 Systems quote for the said product. The description on the Auto-m8 Systems invoice is what will be manufactured. If you are not sure please seek advice. No other correspondence will be taken into consideration unless noted as an addition to this invoice. Any changes to sizes, colour, and product amounts prior to manufacture and dispatch must be agreed by Auto-m8 Systems and reflected on this tax invoice as an "update". A copy of the updated invoice will be emailed to you for reference. Feel free to contact the Auto-m8 Systems team if you have further questions.

WARRANTY PROCEDURE

To obtain service under this warranty, please return the item(s) in question to the point of purchase. All authorised distributors and dealers have a warranty program. Anyone returning goods to Auto-m8 Systems must first obtain an authorisation via email. Auto-

m8 Systems will not accept any product for which prior authorisation has not been used. Auto-m8 Systems will pay return shipping costs (equal to Correos rate) to the owner of item(s) repaired under warranty. This warranty does not cover removal or installation of the product in any way or form.

Conditions to Void Warranty:

This warranty applies only to manufacture defects and workmanship relating to normal use. Gates must be level and move freely and consistently in both open and closing cycle.

This warranty does not cover:

- Damage incurred in shipping or handling
- Installation or removal of product.
- Damage caused by natural or manmade disaster such as fire, flood, wind, earthquake, or lightning etc.
- Damage due to causes beyond the control of Auto-m8 Systems such as excessive voltage or short circuiting, mechanical shock or water damage.
- Damage caused by unauthorized attachment, alterations, modifications, or foreign objects inhibiting movement of automation.
- Damage caused by peripherals (unless such peripherals were supplied by) Auto-m8 Systems The Gate & Garage Door Company Spain
- Damage by moisture, insects or animals or objects such as vehicles etc.
- Defects caused by failure to provide a suitable installation environment for the products
- Damage caused by used of the products for purpose other than those for which it was designed.
- Damage from improper maintenance
- Damage arising out of any other abuse, mishandling, and improper application of the products.

Auto-m8 Systems The Gate & Garage Door Company Spain liability for failure to repair the product under this warranty after a reasonable number of attempts will be limited to a replacement of the product, as the exclusive remedy for breach of warranty. Under no circumstances shall Auto-m8 Systems The Gate & Garage Door Company Spain be liable for any special, incidental, or consequential damages based upon breach of warranty, breach of contract, negligence, strict liability, or any other legal theory. Such damages include, but are not limited to, loss of profits, loss of the product or any associated

equipment, cost of capital, cost of substitute or replacement equipment, facilities or services, down time, purchaser's time, the claims of third parties, including customers, and injury to property.

Disclaimer of Warranties:

This warranty contains the entire warranty and shall be in lieu of any and all other warranties, whether expressed or implied (including all implied warranties of merchantability or fitness for a particular purpose). And of all other obligations or purporting to act on its behalf to modify or to change this warranty, nor to assume for it any other warranty or liability concerning this product.

WARNING: Auto-m8 Systems recommend the entire system be completely tested on a regular basis. However, despite frequent testing, and due to, but not limited to, criminal tampering or electrical disruption, it is possible for this product to fail to perform as expected.

Out of Warranty Repairs:

Auto-m8 Systems will at this option repair or replace out-of-warranty products which are returned to its factory according to the following conditions. Anyone returning goods to Auto-m8 Systems must first obtain an authorization number.

Auto-m8 Systems will not accept any shipment whatsoever for which prior authorization has not been obtained. Products which Auto-m8 Systems determine to be repairable will be repaired and returned. A set fee which Auto-m8 Systems have been predetermined and which may be revised from time to time will be charged for each unit repaired. Products which Auto-m8 Systems determines not repairable will be replaced by the nearest equivalent product available at that time. The current market price for the replacement product will be charged for each replacement unit.

International Warranty:

Auto-m8 Systems shall not be responsible for any customs fees, taxes, that may be due.

WARNING Please Read Carefully

Important Notice:

An automation system cannot prevent burglary. It is only a replacement way for user to open the door. Automation systems are generally very reliable but they may not work under all conditions.

System Failures:

This system has been carefully designed to be as effective as possible. There are circumstances, however, involving fire, burglary, or other types of emergencies where it may not provide protection. Any automation system of any type may be compromised deliberately or may fail to operate as expected for a variety of reasons. Some but not all of these reasons may be:

Power Failure:

Control units require an adequate power supply for proper operation. If a device operates from batteries, it is possible for the batteries to fail. Even if the batteries have not failed, they must be charged, in good condition and installed correctly. If a device operates only by AC power, any interruption, however brief, will render that device inopera-

tive while it does not have power. Power interruptions of any length are often accompanied by voltage fluctuations which may damage electronic equipment such as automated system. After a power interruption has occurred, immediately conduct a complete system test to ensure that the system operates as intended.

Short circuiting of components:

Take care when adjusting any part of the system. Always remove power to the control board and other devices when working on them. Never change/remove/cut/disconnect or other alteration with power connected either via the transformer or the batteries. Short circuiting components is not covered under this warranty.

Failure of Replaceable Batteries:

The expected battery life is a function of the device environment, usage and type. Ambient conditions such as high humidity, high or low temperatures, or large temperature fluctuations may reduce the expected battery life. Low battery condition will cause the system in low power condition and having problem functioning as usual. Regular testing and maintenance will keep the system in good operating condition.

Compromise of Radio Frequency (Wireless) Devices:

Signals may not reach the receiver under all circumstances which could include metal objects placed on or near the radio path or deliberate jamming or other inadvertent radio signal interference.

Component Failure:

Although every effort has been made to make this system as reliable as possible, the system may fail to function as intended due to the failure of a component.

Inadequate Testing:

Most problems that would prevent an automation system from operating as intended can be found by regular testing and maintenance.

These Conditions were last updated on 12 January 2019.