

Huxley Bertram Standard Warranty Policy

The standard warranty on Huxley Bertram (HB) special purpose machines and systems, HB proprietary machines and systems, HB manufactured parts, proprietary parts, wearing parts, HB machine modifications, machines outside the UK, spare parts, HB support in general, and chargeable work is outlined in this policy.

This Warranty Policy should be read in conjunction with [HB's Standard Terms and Conditions](#), as amended from time to time. Unless expressly agreed otherwise in writing, HB's Standard Terms and Conditions apply to all quotations, orders, supply of equipment, parts, services and support. Nothing in this Warranty Policy excludes or limits any liability which cannot lawfully be excluded or limited. Subject to that, HB shall not be liable under this Warranty Policy for indirect, consequential or economic losses, including loss of production, loss of profit, loss of revenue, loss of business, loss of goodwill, loss of data, or costs arising from machine downtime. In the event of any inconsistency, HB's Standard Terms and Conditions shall take precedence unless HB expressly agrees otherwise in writing.

1 HB Special Purpose Machines and Systems

HB special purpose machines and systems are bespoke machines and systems designed, manufactured, assembled, modified or supplied by HB for a client's specific application. Unless otherwise agreed in writing, the warranty for such machines and systems applies to the equipment as supplied by HB, subject to the distinctions set out in this policy between parts manufactured by HB, proprietary parts, wearing parts, machine modifications, support and chargeable work.

For HB special purpose machines and systems, parts manufactured by HB, or by subcontractors acting on behalf of HB, are covered by the HB warranty described in Section 2. Proprietary parts incorporated into the machine or system are covered by the proprietary part manufacturer's own warranty only, as described in Section 3, except where this policy expressly states otherwise. Wearing parts are excluded from warranty, as described in Section 4.

2 Warranty on Parts Manufactured by HB

All parts manufactured by HB and subcontractors of HB carry a twelve-month warranty from the dispatch date of a machine from HB. It is expected that the client will have the resources and ability to exchange many of the parts of the machine and return to HB for warranty repair should this prove necessary. It is expected that the client will purchase sufficient spares to maintain the equipment in service during the repair / replacement period.

3 Warranty on Proprietary Parts

Proprietary parts are covered by the part manufacturers' own warranty only, and support will be available from HB to assist in the exchange process. ^{Note (A)}

4 Warranty on Wearing Parts

Wearing parts are excluded from warranty.

5 Warranty on HB Proprietary Machines & Systems

HB proprietary machines and systems, such as Compaction Simulators and Earing Analysis units, carry a twelve (12) month warranty from dispatch - ***including proprietary parts, but excluding wearing parts.***

6 Machine Modifications

Unless otherwise agreed in writing, the warranty duration for modification work such as machine modifications, software and control system changes, only applies to the modification work and not the rest of the machine.

The duration of such warranty is with effect from the date of the changes and is limited to twelve months for parts manufactured by HB, and to ninety days for software, and any other parts or changes. Wearing parts are excluded from warranty.

7 Recommended Spare Parts List

A recommended spare parts list is included in the documentation. It is expected that the client will have the resource/knowledge to replace most of the items on this list. Special instructions are included in the documentation where appropriate. Spare parts are not routinely stocked by HB.

8 Machine Repairs

Unless otherwise agreed in writing, warranty on machine repair work applies only to the specific repair undertaken by HB and/or to any repaired, refurbished or replacement parts supplied by HB as part of that work. It does not extend to the wider machine, system, pre-existing faults, or parts not worked on by HB.

The warranty period is three (3) months from completion of the repair work, or dispatch of the repaired/refurbished part, whichever occurs first. During this period, HB's liability is limited to repairing, replacing or reworking the defective repaired/refurbished item where the defect is due to faulty materials or workmanship by HB. Wearing

parts, consumables, misuse, unauthorised work, and travel or site attendance costs are excluded unless expressly agreed in writing.

9 HB Support & Chargeable Items

Telephone support, and if applicable, remote access support, will normally be available between the hours of 09:00 to 17:00 (GMT / BST, London) on normal HB working days (e.g. all days except Saturdays, Sundays, English Bank Holidays and Christmas / New Year shutdown) to assist in this process. In addition, for a small annual fee, HB Premium Support is also available – more details available on request.

Chargeable Items: In the event of a problem that cannot reasonably be resolved by the client, HB will endeavour to provide on-site support promptly. Historically, HB has a good record of machine reliability, and such on-site support is rarely required. If problems have arisen due to misuse of the equipment, or a failure to comply with the information given in the equipment documentation, or that the problem ought to have been easily resolved by the client, this support may be chargeable.

10 Equipment Outside the UK

Warranty callouts outside the UK are subject to travelling expenses (cost + 5%).

11 Warranty Invalidity

Failure of components, systems or machines that is attributable to misuse of the equipment or a failure to comply with the information given in the equipment documentation will invalidate the warranty.

12 Non-standard HB Warranty

Any requirement for a non-standard HB warranty is treated on a case by case and by formal agreement in advance when a purchase order is placed by the client.

E&OE

Notes:

(A) Proprietary Parts

- a) Normally the proprietary part manufacturer will request for the faulty item to be returned for assessment before agreeing to repair or replace the item under warranty.
- b) In this situation, HB will request the faulty part be returned to HB and or the part manufacturer, and HB will use its Returns Good Register to record this transaction and advise of the appropriate reference details for the return. Any return to supplier costs are not covered by the warranty.
- c) Once the faulty part is returned and assessed there are three possible outcomes:
 - i. the part has been in service for longer than the warranty period, so is not covered under warranty; in this case, assessment, repair or replacement will be chargeable by HB to the client.
 - ii. the part is still under warranty, but the fault is caused by improper use or damage by the client; in this case, assessment, repair or replacement will be chargeable by HB to the client.
 - iii. the part is still under warranty, and the fault is associated with component failure; in this case the assessment, repair or replacement will be free of charge from HB.
- d) In cases where the client needs to expedite a new part before any assessment, then, on receipt of an order from the client for a new part, HB will arrange for a new part to be provided as soon as possible and continue with the faulty part assessment.
- e) Again, when the faulty part is returned and assessed there are three possible outcomes:
 - i. the part has been in service for longer than the warranty period, so is not covered under warranty; in this case, any assessment, repair or replacement, if still required, will be chargeable by HB to the client.
 - ii. the part is still under warranty, but the fault is caused by improper use or damage by the client; again, in this case, any assessment, repair or replacement, if still required, will be chargeable by HB to the client.
 - iii. the part is still under warranty, and the fault is associated with component failure; in this case the assessment, repair or replacement will be free of charge and the item will be returned to the client to keep as a spare component.