

WARRANTY, RETURNS AND LIABILITY POLICY



VGRP-74-v1

Scope

Vital GRP (the Seller) shall not be liable for any shortage in quantity delivered, nor for any manufacturing defect in the quality or condition of the Goods, nor for the failure of the Goods to comply with the specification, unless a claim in writing shall have been lodged with the Seller by the Purchaser:

- In the case of a shortage, within three days of delivery.
- In the case of any manufacturing defects, within seven days of delivery.

In this respect, the Purchaser is obliged to check the quantity, quality, safety and all other properties of the Goods and to hold the Seller harmless against any claims, and in the event no such claim is lodged, then the Purchaser shall not be entitled to reject the Goods and the Purchaser shall be bound to pay the price if the Goods had been delivered in accordance with the Contract or Order. This clause applies specifically to the delivery of the Goods.

Guarantee

Manufacturing defects or manufacturing failures that appear within 12 months of purchase shall be covered by the Seller's guarantee. This is provided that the Goods were fully acceptable to the Purchaser upon delivery and the Goods have been deployed in accordance with the user instructions. The seller warrants against manufacturers defects, fabrications and installations for all GRP products provided and installed by the seller. This warranty covers a period of 12 months from the date of the invoice relating to such goods.

The Seller warrants that the Goods will correspond with any specifications agreed between the Seller and the Purchaser and current user manual at the date the Goods are delivered and be free from manufacturing defects in materials and workmanship. The Seller may agree with the Purchaser to issue an additional guarantee extending the length of this guarantee and its scope.

Limitations

In the event of any shortage, manufacturing defect or manufacturing failure, the Seller shall make good the shortage and/or at the Seller's sole discretion, replace free of charge any Goods found to be defective by reason of faulty material or workmanship. Any adjacent work that has been displaced due to any defect, will be made good at the discretion of the seller. This, provided that as a condition thereof, the Seller may require that the Goods concerned are returned to the Seller's works, carriage paid, within one month of the written notification of the manufacturing defects.

Some of our products are purpose built to the Purchaser's specification, such Goods are non- returnable/non-refundable. This includes products that are made-to-measure or cut-to-size.

Return of Goods not required

In the event of any Goods that are not required by the Purchaser, then the Purchaser shall contact the Seller in writing in regard to the return of any such Goods not required. If the Seller agrees to accept the return of such Goods, then the Purchaser shall be liable for any agreed returns surcharge and for the cost of carriage back to the Seller's works, regardless of whether the Purchaser or the Seller organises the return of the Goods.

Claim procedures

The purchaser will give the seller written notice of any defective manufacturing work within seven days of delivery to begin the claim procedure. If the purchaser fails in informing the seller within this time frame, then the purchaser can only make a claim with the approval in writing from a director of the seller.

FOR MORE

Call: **01206 396 446**

Email: sales@vitalgrp.co.uk

Visit: www.vitalgrp.co.uk

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What is not covered?

This warranty does not cover any problem that is caused by conditions or damage not resulting from manufacturing defects in material or workmanship.

Liability

Any information or recommendation by the Seller in relation to the Goods is given in good faith, but the Seller shall not be liable to the Purchaser in respect of any loss or damage arising from howsoever caused.

The Seller shall be under no liability if the price of the Goods has not been paid in full by the due date for payment. The Purchaser shall indemnify the Seller in relation to any costs reasonably incurred by it in dealing with any invalid claim by the Purchaser.

Except in the respect of death or personal injury caused by the negligence of the Seller (being negligence defined by Part 1, section 1 of the Unfair Contract Terms Act 1977), the liability of the Seller to the Purchaser, by reason of any representation implied warranty or other term of any duty under common law or under any contract for any consequential loss or damage (whether for loss of profit or otherwise), costs, claims and expenses or for any other loss, damage or injury whatsoever which may arise from the suitability of the Goods, defective material, faulty workmanship or otherwise, shall in no case exceed the invoiced value of the Goods delivered from which the loss or damage arises.

Subject to the Purchaser having complied with the terms of contract and subject to the conditions set out below: the Seller shall pledge that the Goods will correspond with the specifications provided by the Seller in their quotation and specifications provided to the Purchaser prior to placing the order for the Goods.

Note: By placing an order with the Seller, the Purchaser agrees to deal with the Seller on these conditions to the exclusion of all other terms, conditions, warranties or representations (except any made fraudulently).

The above pledge is given by the Seller subject to the following conditions:

- The Seller shall be under no liability in respect of any manufacturing defect in the Goods arising from any drawing, design or specification supplied by the Purchaser.
- The Seller shall be under no liability in respect of any manufacturing defect arising from fair wear and tear, willful damage, negligence, improper storage, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse, alteration or repair of the Goods without the Seller's written approval.
- The Seller will not be held responsible for consequential losses regardless of how any such costs are incurred.

Any guarantees offered do not extend to goods that are taken outside the UK, unless agreed in writing by a director of the Seller.

A handwritten signature in blue ink, appearing to read 'K Webb', with a horizontal line underneath.

Kevin Webb
Managing Director
06/05/2025

FOR MORE

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