

25 YEAR WARRANTY





Introduction

DSM Industrial Engineering Ltd (“DSM”) warrants its bespoke products against defects in material or workmanship under normal use and service to the original purchaser for a period of twenty five (25) years (“the warranty period”) from the date of original purchase.

This warranty extends to all DSM bespoke products with an invoice date on or after 1st November 2018. This warranty does not include standard products or any products that may be supplied by DSM, or supplied with a DSM bespoke product, that is not manufactured by DSM.

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Get in touch today.

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What will we do?

During the warranty period and at our sole option, DSM will (subject to the terms of this warranty) repair or replace the warranted product or part due to a defect in materials or workmanship under normal use and service provided that it is returned to us as provided below.

DSM reserves the right, in its sole discretion, to supply a complete replacement of the warranted product. In such cases DSM will not be responsible for disposal of the original warranted product.

In such cases, out of necessity due to changes in the availability of manufacturing components or changes to the manufacturing process, DSM reserves the right to supply a replacement product to a different specification to the original warranted product providing it is of similar functionality and quality.

During the first warranty year:

DSM will cover the complete cost of repairs or replacement parts including collection and return delivery costs as set out below. Where the warranted product is repairable, DSM will arrange collection of the item to be repaired or replaced, complete the repairs in a reasonable timescale, and return it to you.

During subsequent warranty years:

DSM will cover the complete cost of repairs or replacement parts, including return delivery costs as set out below. However it will be your responsibility to arrange, and cover the costs of, return of the warranted product to the DSM factory. At any point during the warranty period DSM reserves the right, in its sole discretion, to satisfy its obligations hereunder by offering the pro-rated monetary value (calculated as one 25th of the total value per complete warranty year remaining) of the warranted product or part in the form of a one-off payment.





Who does this warranty cover?

Your warranty is non-transferrable and the sale, transfer or disposal of the warranted product or part will invalidate this warranty. For the purposes of this warranty, an "original purchaser" is an individual who purchases the product directly from DSM or an authorised reseller.

This warranty does not apply to products purchased through unauthorized resellers including, without limitation, third-party websites such as eBay, Gumtree etc. If you are not the original purchaser, you take the product "as is" and with any and all faults and you have no recourse to DSM. During the first warranty year:



What claims are excluded from this warranty?

Your warranty excludes claims for conditions arising from normal wear and tear including but not limited to scratches, dents or other cosmetic damage, natural dulling and discoloration of parts.

The warranty does not provide cover and is invalidated if claims are a result of damage caused by tampering with or modifications to any component including but not limited to damage caused during fitting and installation.

Your warranty covers products or parts individually, and not in groups, batches or complete orders or projects. Where the warranty claim relates to a product or products that form part of a larger order or orders, DSM will only be responsible for repair or replacement of the individual affected product. As such if DSM supplies a replacement that, out of necessity due to changes in component availability or manufacturing techniques, is of a different specification or finish to the original product, DSM will not be liable for the alteration or replacement of any other items supplied as part of the original order, batch or project.

Damage caused by using the product in any manner that is inconsistent with any applicable intended use of the warranted product.

Damage caused by the incorrect care and maintenance of the product including but not limited to damage caused as a result of the use of cleaning chemicals, abrasive cleaning products and cleaning implements.



Damage resulting from environmental exposure as a result of installation in an environment that was not expressly declared to DSM in writing, at the time of placing the order for the product, including but limited to installation in those environments with a risk of exposure to chemical or saline vapours or deposits, or those that include exposure to excessive heat, cold or moisture.

Damage caused by direct or indirect, intentional or accidental, exposure to corrosive chemicals or oxidising particles, including but not limited to exposure as a result of interaction with the product by third parties or deposits from any incoming water supply.

Lastly, this warranty does not provide coverage and is invalidated if damage is caused by acts of nature including but not limited to fire, flood or lightning damage. At any point during the warranty period DSM reserves the right, in its sole discretion, to satisfy its obligations hereunder by offering the pro-rated monetary value (calculated as one 25th of the total value per complete warranty year remaining) of the warranted product or part in the form of a one-off payment.



What costs does this warranty cover?

In connection with your warranty claim, outside of the first year, you are responsible for returning the warranted product or part to us.

If your claim occurs during the first warranty year, we will bear both the cost of shipping the warranted product or part back to us as well as the cost of our shipment of any repaired or replaced product or part back to you, at the address the product was originally delivered to.

If your claim occurs after the first warranty year, shipping of products or parts related to your covered warranty claim, to DSM, will be at your expense. DSM will bear the costs of return shipping of any repaired or replacement product to the UK address the product was originally delivered to.

Where the collection and delivery location of the product has changed, DSM will only cover delivery and collection costs for the same delivery and collection distance within the UK as the original delivery.

This warranty does not cover any costs associated with the removal/uninstallation of an installed warranted product and installation of the repaired or replacement product, transportation, and inspection of any product or parts except as provided above. The responsibility for the installation of any product or part replaced under this warranty and any related installation costs are yours regardless of whether there is any cost to you for the repaired or replaced product or part. This limited warranty also does not include reimbursement for inconvenience, removal, set up time, loss of use, or any other consequential losses.



What must I do to keep the warranty in force?

Keep your original VAT invoice. You may be required to provide your original VAT invoice at the time of any warranty claim. Neither proforma invoices nor any other documentation will be accepted as proof of warranty or purchase.

Ensure correct installation:

If your DSM product is designed to be installed on supporting items supplied by third parties, you must ensure that such installation is completed competently to a high level of quality, and the third-party support product provides sufficient support to all areas of the warranted product. Failure to ensure correct and appropriate installation will invalidate your warranty.

Do not attempt to modify the product:

Do not attempt to modify or alter the product without the express written consent of DSM. This includes any attempt to alter the surface finish of the product. Doing so will invalidate your warranty.

Keep the product well maintained, and in good condition:

This warranty shall not apply to any product or part found not to have been properly maintained and subject to a proper and consistent cleaning regime. A product in a uncleaned and poorly maintained condition or in any state that would otherwise suggest that the product has been subjected to misuse or abuse beyond ordinary wear and tear, will not be covered under this warranty. A full Care and Maintenance document is available on request, and from the DSM website.





What is the warranty on repaired or replaced products or parts?

No new warranty is provided with any product or any component part that is repaired or replaced under this warranty. The warranty for any replacement products runs from the date of your original purchase. For any warranted product that is replaced under this warranty, DSM reserves the right, in its sole discretion, to require the item or part to be returned to DSM at the time of replacement, or to be disposed of at your expense. If you receive replacement products or parts under this warranty but fail to return any replaced product or part to us, if requested to do so, further warranty coverage will be suspended until such replaced product or part is returned, and you may be charged for the replacement.



Where does this warranty apply?

Your warranty provides coverage for products purchased and used in the mainland United Kingdom only excluding its territories, possessions and islands. It is not applicable to claims for products purchased or used in any other country at any time. Transportation or use of your DSM product outside the United Kingdom, including transportation or use in any UK territory or island, will invalidate this warranty.

What are the limitations on this warranty?

Your exclusive remedy, in lieu of all incidental, special or consequential damages including for negligence, is limited to repair or replacement of any product or component deemed to be defective under the terms and conditions stated in this warranty. This warranty is in addition to and does not affect your statutory rights.

DSM MAKES NO OTHER WARRANTY WHATSOEVER, EXPRESS OR IMPLIED SAVE FOR THOSE IMPLIED BY LAW. DSM SHALL NOT BE LIABLE IN ANY CASE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE USE OF THIS PRODUCT OR ARISING OUT OF ANY BREACH OF THIS WARRANTY EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Are there any implied warranties?

DSM does not authorise any person or entity to create for DSM any other obligation or liability in connection with this warranty.

How does this warranty affect your statutory rights?

This warranty is in addition to and does not affect your statutory rights.





How do I make a warranty claim?

You must contact DSM at the phone number printed on your VAT invoice. You may be asked to undertake certain steps to troubleshoot the product or part for which a claim is being made, including providing photographic evidence of the issue. These steps are essential to determining whether your warranty claim is covered and ensuring shipment of the correct replacement product or part. Products or parts returned to us without prior notification may be destroyed (which you authorise us to do) and no warranty claim will be honoured or credit or refund provided.

You may also contact DSM in writing at DSM Industrial Engineering Ltd, Nottingham Road, Attenborough, Nottingham NG9 6DP.

