

**OUR TERMS OF BUSINESS**





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**Get in touch today.**

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## 1. THESE TERMS

**1.1 What these terms cover.** These are the only terms and conditions on which we supply products to you and apply to the exclusion of any other terms and conditions including (without limitation) any terms and conditions of your own.

**1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information.

**1.3 Are you a business customer or a consumer?** In some areas you will have different rights under these terms depending on whether you are a business or a consumer. You are a consumer if:

1. You are an individual.
2. You are buying products from us wholly or mainly for your personal use (not for use in connection with your trade, business, craft or profession).

Provisions specific to consumers only are in red and those specific to businesses only are in blue. The colouring is provided for guidance purposes only.

**1.4 If you are a business customer this is our entire agreement with you.** If you are a business customer these terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.





## 2. INFORMATION ABOUT US AND HOW TO CONTACT US

**2.1 Who we are.** We are DSM Industrial Engineering Limited trading as DSM Stainless Products a company registered in England and Wales. Our company registration number is 02743862 and our registered office is at Nottingham Road, Beeston, Nottingham NG9 6DD. Our registered VAT number is 610 4594 64

**2.2 How to contact us.** You can contact us by telephoning our customer service team at 0115 925 5927 or by writing to us at [sales@dsmstainlessproducts.co.uk](mailto:sales@dsmstainlessproducts.co.uk) or at our address above.

**2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.

**2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

## 3. OUR CONTRACT WITH YOU

**3.1 How we will accept your order.** Our acceptance of your order will take place when we write or email you to accept it, at which point a contract will come into existence between you and us.

**3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be (without limitation) because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because a credit reference we have obtained for you does not meet our minimum requirements, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.

**3.3 Your job number.** We will assign a job number to your order and tell you what it is when we accept your order. It will help us if you can tell us the job number whenever you contact us about your order.

**3.4 We only deliver inside the UK.** Our website is solely for the promotion of our products in the UK and we can only deliver our products to a UK address. Where your project is based outside of the UK we can still supply our products, however you will have to arrange collection of them from our factory using your own freight company, or provide a UK address that we can deliver to.





## 4. OUR PRODUCTS

**4.1 Products may vary slightly from their pictures.** The images of the products on our website are for illustrative purposes only. Your product (including its colour) may vary slightly from those images.

**4.2 Making sure your measurements are accurate.** If we are making the product to measurements you have given us you are responsible for ensuring that these measurements are correct. We operate to a standard engineering tolerance of +/- 1mm per metre.

**4.3 Product specification.** We will supply the products only in accordance with the specification set out in our quotation. It is **vital** that you check this before accepting our quotation and notify us **immediately** of any required changes. You are liable to make full payment to us if we have manufactured the products in accordance with the product specification set out in our quotation or with any variations permitted by clause 6.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.





## 5. YOUR RIGHT TO MAKE CHANGES

Please bear in mind that all of our products are completely bespoke and made to order to our customers' designs and specifications. Once manufacture of such bespoke products has been started, it is incredibly difficult to make changes without incurring significant additional costs.

If you wish to make a change to the product you have ordered please contact us. We will let you know if the change is possible. If it is possible we will let you know about any changes to the price of the product, the timing of supply or anything else which would be necessary as a result of your requested change and ask you to confirm whether you wish to go ahead with the change. If the change requires the scrapping of any products or parts produced up to the point of notification of change you will be liable for the labour and material costs incurred up until that point for the scrapped items.

## 6. OUR RIGHTS TO MAKE CHANGES

**Minor changes to the products.** We may change the specification of the products:

- a. to reflect changes in relevant laws and regulatory requirements;
- b. to implement minor technical adjustments and improvements; or
- c. as necessary to conform with our manufacturing capabilities.





## 7. DELIVERING THE PRODUCTS

**7.1 Delivery costs.** The costs of delivery will be included in our quotation.

**7.2 When we will deliver the products.** We will deliver the products to you on the delivery date agreed between us or (in the absence of an agreed date) as soon as reasonably possible. We reserve the right to make delivery in instalments. If you are not available to take delivery, or if a delivery fails for reasons outside our reasonable control, you will be liable for the costs associated with the failed delivery and any additional costs associated with further delivery attempts by reference to the delivery costs stated in our quotation. Where we issue a pro-forma invoice in accordance with clause 14.4, we reserve the right to delay manufacture of the relevant products until we receive payment in full in cleared funds. In such cases, we may delay any agreed delivery date by the number of working days that payment of the pro-forma invoice is delayed by.

**7.3** We are not responsible for delays outside our control. If delivery of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.

**7.4 Collection by you.** If you have asked to collect the products from our premises, you can collect them from us by prior appointment at any time during our normal working hours .

**7.5 Responsibility.** A product will be your responsibility from the time we deliver the product to the address you gave us or you or a carrier organised by you collects it from us.

**7.6 When you own products.** You own a product once we have received payment in full in cleared funds.

**7.7 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you. We will contact you to ask for

this information. If you do not give us this information within a reasonable time of us asking for it, or if you give us incomplete or incorrect information, we may either end the contract (and Clause 10.2 will apply) or make an additional charge of a reasonable sum to compensate us for any extra work that is required as a result. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need within a reasonable time of us asking for it.

**7.8 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a product to:

- a. deal with technical problems or make minor technical changes;
- b. update the product to reflect changes in relevant laws and regulatory requirements;
- c. make changes to the product as requested by you or notified by us to you (see Clause 6).

**7.9 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend supply of the product for longer than thirty days we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it, in each case for a period of more than thirty days and we will refund any sums you have paid in advance for the product in respect of the period after you end the contract.

**7.10 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 14.4) we may suspend supply of the products until you have paid us the outstanding amounts. We will contact you to tell you we are suspending supply of the products. We will not suspend the products where you dispute the unpaid invoice on reasonable grounds (see clause 14.7). We may charge you for any products manufactured during the period for which supply has been suspended if those products have been manufactured to an agreed delivery date. As well as suspending the products we can also charge you interest on your overdue payments (see clause 14.7).





## 8. YOUR RIGHTS TO END THE CONTRACT

**8.1 You may have rights to end your contract with us.** Your rights when you end the contract will depend on what you have bought, whether there is anything wrong with it, how we are performing, when you decide to end the contract and whether you are a consumer or business customer:

- a. If what you have bought is faulty or misdescribed you may have a legal right to end the contract (or to get the product repaired or replaced or a service re-performed or to get some or all of your money back), [see clause 12 if you are a consumer and clause 13 if you are a business](#);
- b. If you want to end the contract because of something we have done or have told you we are going to do, see clause 8.2;

**8.2 Ending the contract because of something we have done or are going to do.** If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately and we will refund you in full for any products which have not been provided and you may also be entitled to compensation. The reasons are:

- a. we have told you about an upcoming change to the product or these terms which you do not agree to (see clause 6.2);
- b. we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- c. there is a risk that supply of the products may be significantly delayed because of events outside our control;
- d. we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons, in each case for a period of more than thirty days; or
- e. you have a legal right to end the contract because of something we have done wrong.

**8.3 The Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013 ("the Regulations").** We only sell bespoke products made to your specification and accordingly you do not have a right to cancel under the Regulations where you have purchased the products under an off-premises contract as defined in the Regulations.

**8.4 Our goodwill guarantee.** Please note, these terms reflect the goodwill guarantee offered by us to our customers in the terms set out in the Schedule hereto which is more generous than your legal rights. This goodwill guarantee does not affect your legal rights whether in relation to faulty or misdescribed products (see clause 12.1):

**PLEASE NOTE THAT YOU ARE NOT ENTITLED TO CLAIM UNDER THE GUARANTEE UNTIL WE HAVE RECEIVED FULL PAYMENT FOR THE PRODUCT IN CLEARED FUNDS Where does this warranty apply?**





## 9. HOW TO END THE CONTRACT WITH US

**9.1 Tell us you want to end the contract.** To end the contract with us, please let us know by doing one of the following:

- a.** Phone or email. Call customer services on 0115 925 5927 or email us at [enquiries@dsmstainlessproducts.co.uk](mailto:enquiries@dsmstainlessproducts.co.uk). Please provide your name, address, details of the order and, where available, your phone number and email address.
- b.** By post. Write to us at Nottingham Road, Attenborough, Nottingham NG9 6DP, including details of what you bought, when you ordered or received it and your name and address.

**9.2 Returning products after ending the contract.** If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us. You must either return the products in person to where you bought them, post them back to us at our address above or (if they are not suitable for posting) allow us to collect them from you. Please call customer services on the number above or email us at the email address above for a return label or to arrange collection.

**9.3 When we will pay the costs of return.** We will pay the costs of return:

- a.** if the products are faulty or misdescribed;
- b.** if you are ending the contract because we have told you of an upcoming change to the product or these terms, an error in pricing or description, a delay in delivery due to events outside our control or because you have a legal right to do so as a result of something we have done wrong; or
- c.** Where our goodwill guarantee provides for us to do so.

In all other circumstances you must pay the costs of return.

**9.4 What we charge for collection.** If you are responsible for the costs of return and we are collecting the product from you, we will charge you the direct cost to us of collection.

**9.5 How we will refund you.** If you are entitled to a refund under these terms we will refund you the price you paid for the products including delivery costs, by the method you used for payment. However, we may make deductions from the price, as described below.

**9.6 Termination, cancellation or amendment of the order.** If you seek to terminate the order, amend the quantities or the specification of any items within the order then you will be liable for all labour, material or associated costs incurred by us that relate to the manufacture and/or supply of the products included in the order and/or the alteration and re-working thereof.

**9.7 When your refund will be made.** We will make any refunds due to you as soon as possible.



## 10. OUR RIGHTS TO END THE CONTRACT

**10.1 We may end the contract if you break it.** We may end the contract for a product at any time by writing to you if:

- a. you do not make any payment to us when it is due and you still do not make payment within 5 working days of us reminding you that payment is due;
- b. you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example;
- c. you do not, within a reasonable time, allow us to deliver the products to you

or collect them from us;

**10.2 You must compensate us if you break the contract.** If we end the contract in the situations set out in clause 10.1 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

**10.3 We may withdraw the product.** We may write to you to let you know that we are going to stop providing the product. We will let you know in advance of our stopping the supply of the product and will refund any sums you have paid in advance for products which will not be provided







## 11. IF THERE IS A PROBLEM WITH THE PRODUCT

How to tell us about problems. If you have any questions or complaints about the product, please contact us. You can telephone our customer service team at 0115 925 5927 or write to us at [sales@dsmstainlessproducts.co.uk](mailto:sales@dsmstainlessproducts.co.uk).

## 12. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A CONSUMER

**12.1** If you are a consumer we are under a legal duty to supply products that are in conformity with this contract. See the box below for a summary of your key legal rights in relation to the products. Nothing in these terms will affect your legal rights.

## Summary of your key legal rights

This is a summary of your key legal rights. These are subject to certain exceptions. For detailed information please visit the Citizens Advice website [www.adviceguide.org.uk](http://www.adviceguide.org.uk) or call 03454 04 05 06.

The Consumer Rights Act 2015 says products must be as described, fit for purpose and of satisfactory quality. During the expected lifespan of your product your legal rights entitle you to the following:

- a. Up to 30 days: if your products are faulty, then you can get an immediate refund.
- b. Up to six months: if your products can't be repaired or replaced, then you're entitled to a full refund, in most cases.
- c. Up to six years: if your products do not last a reasonable length of time you may be entitled to some money back. See also clause 8.3.

**12.2 Your obligation to return rejected products.** If you wish to exercise your legal rights to reject products you must either return them in person to where you bought them, or return them back to us. Subject to your legal rights and to the provisions of clause 9.3 of these terms of business, we will not pay the costs of postage or collection.

## 13. YOUR RIGHTS IN RESPECT OF DEFECTIVE PRODUCTS IF YOU ARE A BUSINESS

If you are a business customer you are entitled to our goodwill guarantee as set out in the Schedule and to any additional rights which you enjoy by law.



## 14. PRICE AND PAYMENT

**14.1 Where to find the price for the product.** The price of the product (which includes VAT) will be the price indicated when you placed your order. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause 14.3 for what happens if we discover an error in the price of the product you order.

**14.2 We will pass on changes in the rate of VAT.** If the rate of VAT changes between your order date and the date we supply the product, we will adjust the rate of VAT that you pay, unless you have already paid for the product in full before the change in the rate of VAT takes effect.

**14.3 What happens if we got the price wrong.** It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

**14.4 When you must pay and how you must pay.** You must pay for the products in advance **unless you are a business customer with a trade credit account with us.** Where you do not have a trade credit account with us, you must make payment in full in cleared funds within three working days of us raising a pro-forma invoice. **Where you have a trade account with us, you must make payment in full in cleared funds within thirty days of our invoice.**

**14.5** We may invoice you for the products on or at any time after the later of delivery of the products or the delivery date agreed at the time the order is placed. If you request, and we agree, to a later delivery date than the delivery date agreed on placing the order, the products shall be invoiced in full at the end of the month that the original agreed delivery date falls within.

**14.6 Our right of set-off if you are a business customer.** If you are a business customer you must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**14.7 We can charge interest if you pay late.** If you do not make any payment to us by the due date we may charge interest to you on the overdue amount at the rate of 4% a year above the base lending rate of the Bank of England from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. You must pay us interest together with any overdue amount.

**14.8 What to do if you think an invoice is wrong.** If you think an invoice is wrong please contact us promptly to let us know. You will not have to pay any interest until the dispute is resolved. Once the dispute is resolved we will charge you interest on correctly invoiced sums from the original due date.

**14.9** We may, by giving notice to you at any time before delivery, increase the price of the products to reflect any increase in the cost of the products that is due to:-

- a. Any factor beyond our reasonable control (including foreign exchange fluctuations, increases in taxes and duties and increases labour, materials and other manufacturing costs);
- b. Any request by you to change the delivery date, quantities or types of products ordered or the specification for them as set out in our quotation; or
- c. Any delay caused by any instructions given to us by you or your failure to give us adequate or accurate information or instructions.





## 15. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU ARE A CONSUMER

**15.1 We are responsible to you for foreseeable loss and damage caused by us.** If we fail to comply with these terms, we are responsible for loss or damage you suffer that is a foreseeable result of our breaking this contract or our failing to use reasonable care and skill but we are not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if either it is obvious that it will happen or if, at the time the contract was made, both we and you knew it might happen, for example, if you discussed it with us during the sales process.

**15.2 We do not exclude or limit in any way our liability to you where it would be unlawful to do so.** This includes liability for death or personal injury caused by our negligence or the negligence of our employees, agents or subcontractors; for fraud or fraudulent misrepresentation; for breach of your legal rights in relation to the products as summarised in clause 12.1.

**15.3 We are not liable for business losses.** If you are a consumer we only supply the products for to you for domestic and private use. If you use the products for any commercial, business or re-sale purpose our liability to you will be limited as set out in clause 16.





## 16. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU IF YOU

**16.1** Nothing in these terms shall limit or exclude our liability for:

- a.** death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- b.** fraud or fraudulent misrepresentation;
- c.** breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- d.** any matter in respect of which it would be unlawful for us to exclude or restrict liability.

**16.2** Except to the extent expressly stated in clause 13.1 all terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

**16.3** Subject to clause 16.1:

- a.** we shall not be liable to you, 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 any contract between us; and
- b.** our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the lower of the value of any products specifically associated with those losses, or payments made in respect of those specific products or in the case of a claim by you which is covered by our product liability insurance policy to the amount (if any) which we recover from our insurers
- c.** We are not liable for any defects in the products to the extent that such defect arises because you failed to follow our instructions as to the storage, commissioning, installation, use or maintenance of the products or if you fail to follow our care and maintenance instructions as set out on our website.





## 17. HOW WE MAY USE YOUR PERSONAL INFORMATION

**How we will use your personal information.** We will only use your personal information as set out in our privacy policy which is available on our website at [www.dsmstainlessproducts.co.uk](http://www.dsmstainlessproducts.co.uk)

## 18. OTHER IMPORTANT TERMS

**18.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.

**18.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.

**18.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.

**18.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the provisions of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

### **18.5 Even if we delay in enforcing this contract, we can still enforce it later.**

If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.

### **18.6 Which laws apply to this contract and where you may bring legal proceedings if you are a consumer.**

These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts.

### **18.7 Which laws apply to this contract and where you may bring legal proceedings if you are a business.**

If you are a business, any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.



## 19. SCHEDULE

### PRODUCT GUARANTEE

#### DSM 25 Year Limited Warranty

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 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 product that may be supplied by DSM, or supplied with a DSM bespoke product, that is not manufactured by DSM.

#### What will we do?

During the warranty period and at our sole option, DSM will 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 herein.

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 fundamentally deemed to be a like for like replacement of equivalent 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. 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 the repaired item.

#### During subsequent warranty years:

DSM will cover the complete cost of repairs or replacement parts, including return delivery costs. 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-time payment.

#### Who does this warranty provide coverage to?

Your warranty is non-transferrable and the sale, transfer or disposal of the warranted product or part will void 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.





### **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 coverage and will become void 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 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 will become void if damage is caused by acts of nature including but not limited to fire, flood or lightning damage.

### **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 incur 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 cover the costs of return shipping of any repaired or replacement product to the 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 as the original delivery.

This warranty does not provide coverage for the cost 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 or loss of use.



## What must I do to keep the warranty in effect?

### 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 void 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 void 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 an 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 void 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. 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 file 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 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.

