

Waux Ltd Warranty Policy

At Waux Ltd ("our", "we", "us"), we are committed to setting the highest standards in the supply and fabrication of systems and structures made from GRP (Glass Reinforced Plastic) and other materials, dedicated to providing safer access solutions. Our commitment to quality, safety, and customer satisfaction forms the foundation of our operations.

This Warranty Policy is designed to reinforce our dedication to customer satisfaction by outlining the terms and conditions that govern our warranty coverage. Our warranties reflect our confidence in the durability, performance, and reliability of our GRP systems and structures. We understand the critical importance of safe access solutions across various industries and are devoted to providing solutions that are fit for purpose.

Terms and Conditions

1. COVERAGE AND DURATION OF WARRANTY

1.1. This Warranty Policy applies to all goods sold by us under our Terms and Conditions of Sale <https://www.waux.co.uk/terms-and-conditions/> ("Product(s)") to our customers ("you", "your").

1.2. We warrant that, during the applicable Warranty Period (as defined below), we will repair or replace, free of charge, the whole or part of the Product(s) that prove defective because of improper material(s) or workmanship, under normal use and maintenance, in accordance with the terms of this Warranty Policy.

2. WARRANTY ELIGIBILITY AND REGISTRATION

2.1. Each Product benefits from a standard warranty of 12 months from the invoice date of the Product or an extended warranty period of 120 months from the invoice date of the Product ("Warranty Period"). The extended Warranty Period will only apply (to the exclusion of the standard Warranty Period) on our acceptance of your warranty application form for that Product. The warranty application form must be submitted within 30 days of delivery of the Product and must be completed, providing proof of purchase, at: enquiries@waux.co.uk

2.2. If under this Warranty Policy, we repair or replace an existing Product, then the repaired or replaced Product shall assume the remaining Warranty Period of the original Product.

3. REPAIR OR REPLACE

3.1. In the case of any defects in a Product, you must notify us in accordance with the Warranty Claim Process clause below.

3.2. In the case of a valid warranty claim for a Product covered by a standard or extended Warranty Period, we will repair or replace (at our discretion) the Product during the applicable standard or extended Warranty Period, using new or refurbished replacement parts, free of charge.

4. EXCLUSIONS FROM WARRANTY COVERAGE

4.1. We shall have no liability under this Warranty Policy if a Product is:

- (a)** not installed in strict accordance with our guidance, recommendations, or instructions (prior to and post purchase of the Product), or in accordance with any Product specifications or supporting literature, applicable law or regulations, or good industry practice;
- (b)** not installed using our supplied or recommended adhesive or bolts (or such other accompanying components or installation materials);
- (c)** not used as we have instructed or recommended such Product to be used;
- (d)** continued to be used after discovery of any defect;
- (e)** defective as a result of poor workmanship from third party contractors installing or otherwise handling the Product;
- (f)** defective as a result of us working to any drawing, design, instructions or specification supplied by you;
- (g)** damaged or malfunctions as a result of misuse, neglect, abuse, improper handling, or failure to follow the Product's maintenance and care instructions;
- (h)** ordered regardless of suitability in order to conform to a budget;
- (i)** not regularly cleaned, maintained or inspected in accordance with the reasonable care or service plan of a customer following good industry practice;
- (j)** repaired, modified, or altered by you or any third-party without our prior written consent;
- (k)** damaged by extreme environmental conditions, such as exposure to chemicals, extreme temperatures, or natural disasters;
- (l)** damaged by accidents, impact, weight, or external forces not related to the Product's design or manufacturing defects (including, but not limited to, movement, distortion, collapse or settling of the ground, foundations or the supporting structure on which the Product is installed);
- (m)** subjected to a greater footfall or some other abnormal load beyond specified load values, pressure or wear and tear, beyond what was originally anticipated when the Product was purchased;
- (n)** defective as a result of fair wear and tear or normal weathering, wilful damage, negligence, or abnormal storage or working conditions; or
- (o)** damaged by acts of vandalism or intentional destruction.

4.2. Any components or parts of the Products not manufactured by us are excluded from this warranty and are subject to the warranties provided by their respective manufacturers.

4.3. In this section 4, "good industry practice" shall mean the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector.

5. WARRANTY CLAIM PROCESS

5.1. To claim under this Warranty Policy, you must first contact us on 020 8057 8618 or at enquiries@waux.co.uk to advise us of the problem as soon as possible. Notification must include our invoice number, the date of the delivery of the Product, together with a short description and proof of the defect.

5.2. If you do not notify us as soon as possible about the defect, we reserve the right to refuse your warranty claim at a later date on account of that defect.

5.3. At our sole discretion, we may require that you send us photographs and/or videos of the defect, you bring the Product to us for inspection (if appropriate and practically possible) or permit us access to the relevant site to inspect the Product, as we deem appropriate in the circumstances. We reserve the right to charge for site inspections but if this applies will notify you in advance of such cost.

5.4. We reserve the right to reject any warranty claim that does not fulfil the criteria set out in this Warranty Policy.

6. TRANSFERABILITY OF WARRANTY

6.1. The rights under this Warranty Policy are transferable provided the Warranty Period has not ended, and the details for the new entity under this Warranty Policy have been updated using this link:
<https://www.waux.co.uk/warranty/>

7. LIMITATIONS OF LIABILITY

7.1. All implied statutory or common law terms, conditions and warranties as to the Products are excluded to the fullest extent permitted by law.

7.2. We shall under no circumstances 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 the supply of the Products or this Warranty Policy.