

# Equipment Warranty Terms and Conditions



**INTRODUCTION:** These terms and conditions (the "Terms") govern the warranty agreement between Global Telemetrics Limited (Company No. 06965076) ("Global Telemetrics") and the person named in the Warranty Order Confirmation (the "Warranty Holder").

Global Telemetrics also trade as "Telemetrics". We operate the website at <http://www.globaltelemetrics.com>. Our registered office and main trading address is 63 Fosse Way, Syston, Leicestershire, LE7 1NF. Our VAT number is 119 848 871.

**QUESTIONS:** Please do not hesitate to contact Global Telemetrics if you have any questions about these terms and conditions; details of how to do so are set out in the Warranty Order Confirmation accompanying these Terms.

Nothing in these Terms shall affect your legal rights as a consumer. Advice about your legal rights is available from your local Citizens' Advice Bureau or Trading Standards office.

## 1. DEFINITIONS AND INTERPRETATION

1.1. The definitions and rules of interpretation in this Clause apply in these Terms.

<b>Approved Installer</b>	A third party from time to time approved by Global Telemetrics to install the Equipment in the relevant vehicle;
<b>Approved Installer Warranty</b>	A warranty provided to the Warranty Holder by the Approved Installer in respect of the installation of the Equipment in the relevant vehicle;
<b>Equipment</b>	The vehicle tracking device specified in the Warranty Order Confirmation;
<b>Initial Warranty Period</b>	The duration set out in the Warranty Order Confirmation;
<b>Price</b>	Means the price for the Warranty set out in the Warranty Order Confirmation;
<b>Service Contract</b>	The Agreement between Global Telemetrics and the Warranty Holder under which Global Telemetrics provides vehicle tracking services to the Warranty Holder in respect of the Equipment;
<b>Warranty</b>	The warranty agreement between Global Telemetrics and the Warranty Holder comprising of the Warranty Order Confirmation and these Terms;
<b>Warranty Order Confirmation</b>	The email sent by Global Telemetrics to the Warranty Holder containing these Terms and the information specific to the Warranty Holder in respect of this Warranty (such as the duration of the Warranty and its price);
<b>Total Warranty Period</b>	The Initial Warranty Period and any extension confirmed in writing by the Warranty Holder and Global Telemetrics pursuant to Clause 5.2 (Duration).

1.2. a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;

1.3. a reference to writing or written includes fax and e-mail;

1.4. In the event of a conflict between these Terms and the Warranty Order Confirmation, these Terms shall take precedence.

## 2. WARRANTY

- 2.1. The Equipment shall for the period of the Warranty not fail or breakdown.
- 2.2. In the event that the Equipment requires repair or replacement while covered by the warranty set out at Clause 2.1 above, Global Telemetrics may, at its absolute sole discretion, but subject to Clause 2.3, Clause 3 (Approved Installer Warranty) and Clause 4 (Exclusions) and at no cost to the Warranty Holder:
- 2.2.1. arrange for the Equipment to be repaired by an Approved Installer; or
- 2.2.2. supply replacement Equipment to the Warranty Holder.
- 2.3. The Warranty Holder shall notify Global Telemetrics in accordance with the warranty notification procedure as set out in section 5 of the Warranty Order Confirmation. Global Telemetrics will use all reasonable endeavours to acknowledge such a notification as soon as reasonably possible.

## 3. APPROVED INSTALLER WARRANTY

If the Warranty Holder suspects that the Equipment is not functioning as a result of its installation by the Approved Installer, the Warranty Holder will use reasonable endeavours to make a claim under any applicable Approved Installer Warranty prior to making any notification to Global Telemetrics under this Warranty.

## 4. EXCLUSIONS

- 4.1. Global Telemetrics shall not be liable for the Equipment's failure to comply with the warranty set out in Clause 2.1 (Warranty) in any of the following events:
- 4.1.1. the Warranty Holder, or any other unauthorised third party, alters, repairs or in any way tampers with or modifies the Equipment without Global Telemetrics' prior written consent;
- 4.1.2. the defect arises as a result of fair wear and tear, accident, wilful damage, improper installation or workmanship, negligence or abnormal storage or working conditions;
- 4.1.3. the defect arises because the Warranty Holder failed to follow Global Telemetrics' oral or written instructions as to the storage, commissioning, installation, use and maintenance of the Equipment;
- 4.1.4. the defect arises from the faulty installation of the Equipment, irrespective of whether the installation was carried out by an Approved Installer or any other person; and
- 4.1.5. damage to the Equipment resulting from water ingress into the Equipment or any part of it (save where such failure itself results from a failure of the Equipment).
- 4.2. Global Telemetrics is not obliged to undertake its duties in accordance with

Clause 2.2 (Warranty) unless the Warranty Holder has a current valid Service Contract.

- 4.3. Where Global Telemetrics arranges for the Equipment to be repaired pursuant to Clause 2.2.1, it shall use reasonable endeavours to accommodate requests regarding the time and location of where such works take place, but makes no guarantees as to the time such repairs will be completed.
- 4.4. Global Telemetrics may require a signature from the Warranty Holder to acknowledge the completion of any works in respect of this Warranty.

## 5. DURATION

- 5.1. The Warranty is initially valid for the duration of the Initial Warranty Period and, subject to any extension pursuant to Clause 5.2 below, shall expire thereafter.
- 5.2. The Warranty Holder may, up to 28 calendar days after the expiry of the Initial Warranty Period, request that the Warranty be extended (up to a maximum of 12 years from the date of the Warranty Order Confirmation) by acting in accordance with the warranty extension procedure set out in the Warranty Order Confirmation.
- 5.3. The Warranty may be cancelled in accordance with the cancellation procedure set out in the Warranty Order Confirmation.

## 6. PRICE AND PAYMENT

- 6.1. The Warranty Holder is responsible for payment of the Price. The Price includes VAT.
- 6.2. Unless otherwise agreed by Global Telemetrics, the Warranty Holder must make payment for the Warranty by credit or debit card.
- 6.3. The Warranty is subject to the Warranty Holder's payment of the price for the Warranty and no notification may be made in respect of the Warranty until such payment is received.

## 7. YOUR PERSONAL INFORMATION

- 7.1. Global Telemetrics will use the Warranty Holder's personal information to:
- 7.1.1. comply with any duties or obligations under the Warranty (which may include disclosure of such personal information to anyone carrying out works on the Equipment in respect of the Warranty);
- 7.1.2. process the Warranty Holder's payment for the Warranty; and
- 7.1.3. process any extension of the Warranty Period requested by the Warranty Holder under Clause 5 (Duration).
- 7.2. Subject to Clause 7.1 above, Global Telemetrics will not otherwise give the Warranty Holder's personal data to any other third party unless separately authorised to do so by the Warranty Holder.
- 7.3. Subject to Clauses 7.1 and 7.2 above, Global Telemetrics will use the Warranty Holder's personal information, as set out in Global Telemetrics' Privacy Policy which can be viewed at <https://globaltelemetrics.com/terms>

## 8. OUR LIABILITY TO YOU

- 8.1. Global Telemetrics has absolute discretion as to whether to repair or replace any of the Equipment under and in accordance with the terms of this Warranty. Global Telemetrics shall not be liable for any loss or damage that the Warranty Holder suffers as a result of a decision by Global Telemetrics to not repair or replace any of the Equipment.
- 8.2. Global Telemetrics shall accept no liability whatsoever for any notification under the Warranty first made to it after the expiry of the Total Warranty Period.
- 8.3. If Global Telemetrics fails to comply with the Warranty it will be responsible for any loss or damage the Warranty Holder suffers that is a foreseeable result of Global Telemetrics' breach of the Terms or its negligence, but Global Telemetrics is not responsible for any loss or damage that is not foreseeable. Loss or damage is foreseeable if it is an obvious consequence of Global Telemetrics' breach or if it was contemplated by both parties at the time they entered into the Warranty.
- 8.4. Global Telemetrics does not exclude or limit in any way its liability for any form of liability which cannot be legally excluded, including:
- 8.4.1. death or personal injury caused by Global Telemetrics' negligence or the negligence of its employees, agents or subcontractors; and
- 8.4.2. fraud or fraudulent misrepresentation.

## 9. EVENTS OUTSIDE OUR CONTROL

- 9.1. Global Telemetrics will not be liable or responsible for any failure to perform, or delay in performance of, any of its obligations under the Warranty that is caused by an "Event Outside Its Control".
- 9.2. An "Event Outside Its Control" means any act or event beyond Global Telemetrics reasonable control, including strikes, lock-outs or other industrial action by third parties, civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war, fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster, or failure of public or private telecommunications networks (whether such events effect Global Telemetrics directly, a relevant Approved Installer or anyone else carrying out works on the Equipment in respect of the Warranty).

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## 10. OTHER IMPORTANT TERMS

- 10.1. Global Telemetrics may transfer its rights and obligations under this Warranty to another organisation. Global Telemetrics will always notify the Warranty Holder in writing if this happens, but this will not affect the Warranty Holder's rights or Global Telemetrics' obligations under this Warranty.
- 10.2. The Warranty Holder may only transfer its rights or obligations under this Warranty to another person if Global Telemetrics is notified of the transfer and approves it in writing. Such approval will not be unreasonably withheld, qualified or delayed, but may be subject to an administrative charge to reflect any work necessary to update Global Telemetrics systems as a result of the transfer.
- 10.3. This Warranty is made between Global Telemetrics and the Warranty Holder. No other person shall have any rights to enforce any of its terms.
- 10.4. Each of the paragraphs 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.
- 10.5. If Global Telemetrics:
  - 10.5.1. fails to insist that the Warranty Holder performs any of its obligations under the Warranty; or
  - 10.5.2. does not enforce its rights against the Warranty Holder; or
  - 10.5.3. delays in enforcing its right, that will not mean that Global Telemetrics has waived its rights against the Warranty Holder and will not mean that the Warranty Holder does not have to comply with those obligations. If Global Telemetrics does waive a default by the Warranty Holder, Global Telemetrics will only do so in writing, and that will not mean that Global Telemetrics will automatically waive any later default by the Warranty Holder.
- 10.6. This Warranty is governed by English law. The Warranty Holder and Global Telemetrics both agree to submit to the non-exclusive jurisdiction of the English courts. However, if the Warranty Holder is a resident of Northern Ireland, they may also bring proceedings in Northern Ireland, and if the Warranty Holder is a resident of Scotland, they may also bring proceedings in Scotland.