



Pennington's
Proud Professionals

GUARANTEE
CERTIFICATION



NAME AND ADDRESS OF GUARANTEE HOLDER:

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Guarantee

Penningtons Electrical Contractors Ltd is pleased to provide the following guarantee cover for all workmanship and materials supplied and installed by Pennington's.

The guarantee is valid from the date of installation and is valid for one year only.

1. Limited Guarantee

The guarantee as described herein shall only apply to Pennington's supplied and installed products and workmanship in accordance with the current BS7671 wiring regulations and British certified standards and in accordance with the requirements for gas safety. The guarantee is only applicable to the party purchasing the products and installation from Pennington's directly (hereinafter referred to as; 'Customer' or 'Client').

Pennington's Electrical Contractors Ltd guarantees that each product will be free from defects in material and workmanship. The foregoing guarantee shall be valid for the period of 1 year from date of installation. If a product fails to operate in accordance with this guarantee then Pennington's will provide a replacement of the failed product/s and installation free of charge as per the conditions set out below.

2. Terms and Conditions

Pennington's guarantee is certified only to the customer. If any product covered by this guarantee in accordance with section 3 and within the applicable guarantee period set forth in the policy and upon examination Pennington's determines to its satisfaction that such product failed to satisfy this guarantee, Pennington's will, at its option, repair or replace the product or defective part thereof. For purposes of clarity, 'repair or replace the product or defective part thereof' includes any removal or re-installation activities, costs or expenses, including without limitation, labour costs or expenses.

- If Pennington's chooses to replace the product and the product is no longer available due to product version replacement or been discontinued, Pennington's may refund the Customer or replace the product with a comparable product (this may show slight deviations in style, design and specification).
- No agent, distributor or dealer is authorised to change, modify or extend the terms of the guarantee on behalf of Pennington's in any matter.
- This guarantee only applies when the product has been supplied and installed by Pennington's.
- If the product is found to be defective, or not performing per the product specification the Customer must notify Pennington's in writing.
- This guarantee does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).

- This guarantee shall be void in the event any person makes any repairs or alterations, not duly authorised by Pennington's in writing, to the product. The manufacturing date and serial/part number of the product must be clearly identifiable. Pennington's reserves the right to make the final decision on the validity of a guarantee claim.
- If requested by Pennington's, the non-conforming or defective product shall become the property of Pennington's once they have been replaced.

3. Guarantee Claims

All guarantee periods mentioned are subjected to a Pennington's representative having access to the failed product or standard of workmanship discrepancy for verification of non-compliance. Claims have to be reported to Pennington's in writing within 30 days from initial discovery, specifying at least the following information (additional info may be required on request):

- Details of the failed product e.g. serial number, quantity, model number;
- Installation date and invoice date;
- Detailed problem description, number of failures, date of failure;
- Pennington's may charge the customer for returned products or sub standard workmanship claims should that product or workmanship be found not to be defective or non-conforming together with the freight, labour, testing and handling costs associated therewith.

4. No Implied or Other Guarantees

The guarantee and remedies contained within the terms of the guarantee are the only guarantees given by Pennington's with respect to our products and workmanship and are given in lieu of all other guarantees, whether expressed or implied, including without limitation guarantees of merchantability or fitness for a particular purpose, which guarantees are hereby disclaimed.

These terms and conditions state Pennington's entire liability and obligation to purchaser and purchaser's sole and exclusive remedy in connection with defective or non-conforming products and workmanship standards where supplied by Pennington's to customer, whether or not such damages are based on any guarantee not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Pennington's has been advised or is aware of such defects.

5. Limitations and Conditions

- This is a limited warranty and excludes, among other items, providing special access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or any other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective guarantee policy and these terms and conditions.
- Upon request, Pennington's representatives have to be allowed access to the defective product, system or application for verification of non-compliance.
- Pennington's cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the products and those defined by relevant supply standards.
- Pennington's cannot be held liable for Gas or Water supply conditions.

- Where Pennington's have not specifically designed the electrical, heating, gas and/or water system and only made adaptations/alterations to an existing system then we cannot be held responsible for defective products resulting from a sub-standard existing system. The customer may be charged for any costs incurred as previously stated within these terms and conditions whether a product is found to be defective or not resulting from the sub-standard system.

Yours Faithfully



Darren Pennington

Founder



Pennington's
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