

## PRODUCT WARRANTIES

### 1. Warranty Statement

Ventilux Ltd warrants that its products are free from defects in materials and workmanship under normal use and service.

“Normal use and service” refers to operation strictly in accordance with the environmental, electrical, and mechanical parameters specified in the relevant product specification sheet.

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### 2. Warranty Period

The warranty period applicable to each Ventilux product is defined on the product’s individual specification sheet.

Warranty durations may vary between product categories depending on design, component selection, and validated service life.

The product specification sheet constitutes the controlling document for determining the applicable warranty period.

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### 3. Scope of Warranty

This warranty covers the repair or replacement, at the sole discretion of Ventilux Ltd, of any product found to be defective due to faults in materials or workmanship within the applicable warranty period.

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### 4. Exclusions

This warranty does not apply to defects or failures resulting from:

- Installation not in accordance with Ventilux instructions or applicable regulations
  - Operation outside of specified environmental or electrical parameters
  - Misuse, neglect, or accidental damage
  - Unauthorised modifications or repairs
  - Normal wear and tear
  - External factors including (but not limited to) power surges, environmental conditions, or mechanical damage
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### 5. Claims Procedure

All warranty claims must:

- Be submitted through an authorised Ventilux representative or distributor
  - Include proof of purchase and product identification details
  - Be made within the applicable warranty period
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Ventilux Ltd reserves the right to inspect and test returned products to validate warranty claims.

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### 6. Limitation of Liability

Ventilux Ltd shall not be liable for any indirect, incidental, or consequential damages arising from the use or failure of its products.

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### 7. Governing Conditions

This warranty forms part of Ventilux Ltd’s Terms and Conditions of Sale (SAL-144). In the event of any conflict, the Terms and Conditions of Sale shall prevail.

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## [Terms and Conditions of Sale](#)

### 1. Definitions

“Customer” means the person, firm, or company purchasing goods from Ventilux Ltd (“the Company”). “Company” means Ventilux Ltd and its successors. “Goods” means all products or items supplied under contract. “Services” means all services supplied under contract.

## **2. General**

Acceptance of any offer by the Company includes acceptance of these Terms. Variations are binding only if in writing and signed by a Director. Orders are deemed to be subject to these Terms, which apply regardless of the passage of time or prior dealings.

## **3. Orders**

Telephone orders may be accepted for planning purposes, but dispatch occurs only upon written confirmation. Orders for non-standard products must be in writing before production begins. The Company may refuse orders, refuse cancellations, or suspend delivery if accounts are overdue.

## **4. Prices (Excluding VAT)**

Quotations reflect current prices but may vary; goods are invoiced at the price ruling at the time of delivery. VAT and other applicable taxes are added as required. Unavoidable surcharges may apply.

## **5. Packing**

Standard trade packing is included unless otherwise specified. Special packing requests may incur additional charges.

## **6. Carriage**

Unless specifically included in the quotation, carriage charges apply. The Company determines the most suitable method unless otherwise agreed in writing.

## **7. Settlement Terms**

All accounts are strictly net and payable by the end of the month following the invoice date. No deductions or set-offs are permitted. Each delivery or instalment constitutes a separate contract. Overdue accounts may result in suspension of further deliveries or cancellation of outstanding orders. Interest is charged at 2% above Allied Irish Bank base rate on overdue amounts.

## **8. Delivery Dates**

Delivery dates are given in good faith based on available resources. The Company is not liable for losses arising from delays. Partial deliveries may occur unless otherwise agreed in writing.

## **9. Warranties**

Goods and services are designed for the purposes described in Company literature. No warranty is given for alternative uses. During the warranty period, goods proven not to be of merchantable quality or not as described will, at the Company's discretion, be repaired or replaced if returned carriage paid.

## **10. Liabilities**

Where the Customer is not a consumer under Section 3 of the Sale of Goods and Supply of Services Act 1980: Liability for defective goods is limited to the purchase price. The Company is not liable for loss of profits, contracts, or consequential losses. The Company is not liable for adverse effects from goods applied in processes not recommended by the Company. The Company accepts no responsibility for expenditure on allegedly defective goods. No liability for goods altered, processed, or damaged after risk passes to the Customer.

## **11. Loss in Transit**

The Customer (or representative) must provide a clear signature upon delivery and inspect goods immediately. Damaged goods must be signed as “damaged”; otherwise, claims will not be considered. Written notification of loss or damage must be made within 3 working days to enable carrier claims. Claims for shortage must be submitted within 7 working days with full details (advice note number, case number, condition).

## **12. Returns**

Goods correctly supplied may not be returned without prior written agreement. Returns must occur within 60 days of invoice date. Goods must be carriage paid, with a Goods Return Authorisation and delivery note number. The Company may apply handling/restocking charges. Only goods as new, unopened, uninstalled are accepted. Non-stock or custom-

made items are non-returnable.

### **13. Waiver**

Failure to enforce any condition does not constitute a waiver of that condition.

### **14. Ownership**

Title remains with the Company until full payment is received. Risk passes to the Customer upon receipt. The Company reserves the right to repossess goods prior to payment and is granted an irrevocable licence to enter premises for this purpose. Title remains with the Company until all debts owed by the Customer are paid in full. If any part of this clause is unenforceable, the remaining provisions shall remain valid.

### **15. Indemnity**

The Customer indemnifies the Company against all claims, costs, damages, or liabilities arising from any breach of these Terms.

### **16. Choice of Law**

This contract is governed by and construed in accordance with the laws of the Republic of Ireland.

**Ventilux Group Limited**