

Wrexham Mineral Cables – WMC 35 Year System Warranty

We are delighted that you have chosen to purchase an electrical component and cabling system (“System”) from us, City Electrical Factors Ltd. t/a Wrexham Mineral Cables. These terms and conditions (“Conditions”) set out the terms of our extended warranty in relation to the System, and are to be read in conjunction with our standard terms and conditions of sale which govern your purchase of the System (“Sale Contract”). Any acceptance of an application for the extended warranty will only be accepted on the basis of these Conditions, which shall form the entire agreement between us in relation to the extended warranty, to the exclusion of any other conditions. No variation of these Conditions shall bind us unless expressly accepted by us in writing.

1. Application

- 11 As a purchaser of the System, and subject to you having paid in full all amounts owing for the System, you are entitled to apply to register for our extended warranty. To qualify for the extended warranty, you will need to complete the warranty application form at www.wrexhammineralcables.com The application form must be completed within 30 days of completion of commissioning and testing of the System.
- 12 The extended warranty will only apply from the date on which we provide written confirmation of your protection under the extended warranty. Written confirmation will be provided to you by an email, to your contact email address as set out in the application form.
- 13 When applying for the warranty, you will be required to submit details of:
- 13.1 the installer of the System together with copy certification in relation

- 132 to the installation and the credentials of the installer;
- 133 the testing of the System and the installation, including copy certification in relation to the testing and credentials of the tester; and
- 14 Wrexham reserves the right to refuse to register your System for the extended warranty, in circumstances where the information provided in the application is incomplete, inaccurate, or where the installer or tester do not meet the minimum requirements as set out in Wrexham's Guide to the Installation of Wrexham Mineral Insulated Cables as in force at the time of purchase of the System, a copy of which is available at www.wrexhammineralcables.com or a written copy can be provided on request.

2. Scope of Extended Warranty

- 21 Subject to these terms and conditions, we undertake to repair or replace (at our discretion), any defective electrical component, accessories or cabling supplied by us and forming part of the System, provided that such defect is notified to us (in accordance with these terms) within a period of 35 years from the effective commencement date of the warranty.
- 22 Where we undertake to repair any part of the System, you will be required to give us full and unencumbered access to the site at which the installation is installed, for assessment and repair. You will be responsible for bearing any costs associated with the granting of such full, unencumbered access.

23. Where we undertake to replace any part of the System, and that part of the System has been discontinued, or where such part can no longer be supplied due to a change in law or regulation, or industry practice, then we will replace that part with a comparable part.

24. All goods and services provided by us under this extended warranty will be provided pursuant to our Standard Terms and Conditions of Sale, provided that in the event of any inconsistency between the terms of this extended warranty and the Standard Terms and Conditions of Sale, the terms of this extended warranty shall prevail.

25. The extended warranty does not apply in respect of new items issued as a replacement, provided that in these circumstances we will offer a warranty on such parts for a period equal to the greater of our standard product warranty or the unexpired term of this extended warranty.

26. Nothing in this extended warranty 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;

(b) fraud or fraudulent misrepresentation;

(c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or

(d) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

27. Subject to clause 2.6:

27.1. we shall not be liable to you under any circumstances whatsoever, 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 this extended warranty; and

27.2. our total liability to you in respect of all other losses arising under or

in connection with this extended warranty, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price paid for the System under the Sales Contract.

3. Process for Replacement

31. Where we elect to replace parts of the System, unless otherwise agreed by us in writing, you will be required to purchase the required replacement parts from us on our standard contractual terms, and at our standard prices.

32. Following your installation of the replacement parts, you will be required to return all defective parts to us, the costs of return to be borne by you.

33. Upon receipt and inspection of the defective parts, we will credit note the costs of the replacement parts purchased, to the extent that the original parts are considered defective.

4. Exclusions

41. The extended warranty does not apply to defects which are attributable in whole or in part to:

4.1.1. the installation or testing of the System by you, your agents, employees or any third party contractors;

4.1.2. use of materials, components or products manufactured by a third party;

4.1.3. ordinary wear and tear;

4.1.4. force majeure events, including but not limited to power surges, severe weather conditions or acts of nature, including but not limited to lightning or floods;

4.1.5. any adjustment, modifications, additions, alterations or repair not expressly authorised by us in advance;

4.1.6. damage to the System (whether accidental or otherwise);

4.1.7. use or operation of the System or any part of the System not in accordance with our then current guidelines for use and all then current applicable laws and regulations in relation to the use, operation, testing and maintenance of the System;

4.1.8. exposure to environmental conditions, that may cause general degradation of parts, or oxidation or corrosion of parts of the System; or

4.1.9. your breach of the provisions of clause 5.2 of this warranty.

5. Making a Claim

5.1 In order to make a claim under the extended warranty, you will need to provide written notification to us by letter or email, to such addresses as set out in the "contact" section of our website at www.wrexhammineralcables.com

5.2 Your notification must be made immediately on becoming aware of the defect, and you must not take any remedial action, including but not limited to the removal of parts of the System, or attempted repair or replacement of parts of the System, without our prior written authorisation.

5.3 Your notification must include full details of the proposed claim, and must include your warranty reference number.

5.4 Such notification must have been received by us, by receipted email or letter, before expiry of the warranty.

6. Additional Rights

The extended warranty does not affect rights granted under the Sale Contract, provided that you shall not be entitled to a remedy under both the Sale Contract and this extended warranty in respect of any defect.

7. Termination of Extended Warranty

7.1 We shall be entitled to terminate this extended warranty with immediate effect in the event that:

7.1.1 the Sales Contract is terminated, or any amount payable under the Sales Contract remains due or payable to us; or

7.1.2 you breach the terms of this warranty, or where you are asked to rectify such a breach, you do not immediately rectify such a breach.

8. Assignment

8.1 This extended warranty is personal to you, and is not transferable without our prior written consent.

8.2 We may assign and transfer all of our rights and obligations under this extended warranty to any person.

9. Governing Law and Jurisdiction

9.1 This extended warranty and any dispute or claim arising out of or in connection with it or its subject matter or formation (including noncontractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

9.2 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).