

AVS Terms and Conditions of Warranty

To be read in conjunction with AVS Conditions of Sale as revised August 2009::

- 4.1 Subject to conditions 5 and 6.
- (a) AVS warrants to the Buyer that the goods shall be free from defects of workmanship and materials;
- (b) AVS undertakes, at its option (subject to referral back to paragraph 4 of the Terms and Conditions of Sale as revised August 2009, in the event of any disagreement with the warranty process as set out in 4.1 to 4.3, or its administration), to repair or replace goods (other than consumable items) or send a like for like replacement in a similar condition and of a similar age to the product that is found to be defective as a result of faulty materials or workmanship within the warranty period from the earlier of the date of registration of a vehicle on the road ("OTR Date") or receipt by AVS of the warranty registration card, supplied by AVS when the goods were sold ("Registration Card"). Where goods are supplied for use in pre-used vehicles the Warranty Period shall be 1 year from the earlier of receipt by AVS of the Registration Card or, failing receipt of the Registration Card, 1 year from the date of despatch of the goods to the Buyer. The warranty period may vary and you should consult your sales invoice or supplier's documentation.
- a) OTR date can be accepted on receipt of acceptable evidence being provided to AVS.
- b) The registration card must be returned within 1 month of the OTR date or the date of despatch from AVS or date of receipt by customer subject to acceptable evidence being provided of date of sale to the buyer.
- c) Any extended warranty period is subject to the return of the Registration Card within 1 month of the start of the warranty period. If the card is not received by AVS the extended warranty is null and void.
- (c) any new goods shall be under warranty for 1 year from the date of despatch subject to satisfactory installation.
- (d) any re-conditioned goods shall be under warranty for 3 months from the date of despatch subject to satisfactory installation.
- (e) AVS is not responsible for any un-authorized costs, any loss of earnings, or any secondary costs of any kind resulting from any warranty claim or defect claimed by the Buyer.
- (f) Cassette steps must not be opened without the authorisation of AVS. In the event of un-authorized opening of the cassette the warranty may be invalidated.
- (g) Authorisation constitutes an official order number or service number from AVS, and the terms agreed at the time of issuing that number. No other form of authorisation is acceptable.
- (i) No liability will be accepted for any costs at all will be accepted unless authorisation has been given by AVS as per clause 4.1.(g).
- (j) The cost of all repairs is limited by the times set out in the "Service and Repair" times as set out by AVS Steps Ltd from time to time and available from AVS Steps Ltd on request. No costs exceeding these times and rates will be accepted.
- (k) Any extended warranty offered by AVS is subject to the "Registration Card" being returned and received by AVS at or within 1 month of despatch of the product. Failure to register the product will invalidate the warranty beyond the standard 1 year period subject to conditions.
- (l) Any warranty claim is subject to, at AVS's discretion, the inspection of returned parts being found to be faulty. See clause 4 of the main conditions of sale. If found to be not faulty the claim will be rejected and costs referred to the buyer.
- (m) Warranty will not apply to any good where "title" has not been transferred as a result of satisfactory payment for such goods.
- (n) The warranty period is exactly 1 year from the start of the warranty period.
- 4.2. AVS shall not be liable for a breach of the warranty contained in condition 4 unless:-
- (a) the Buyer gives notice of the defect to AVS including details of the serial number of the relevant goods within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
- (b) after receiving such notice, AVS is given a reasonable opportunity of examining the goods and the Buyer (if asked to do so by AVS) returns such goods to AVS's place of business for examination at the buyer's expense.
- (c) the Buyer produces evidence in a form satisfactory to AVS demonstrating that the goods have been serviced at no more than 6 monthly intervals from date of despatch from AVS, or the OTR date or the registration card, by an Authorised Service Agent in accordance with the manufacturer's instructions.
- (d) for the purposes of clause 4.2.(c) satisfactory evidence of servicing shall be either:-
- (i) the service record supplied by AVS duly signed and dated by an Authorised Service Agent; or
- (ii) an invoice from an Authorised Service Agent specifying the date and detail of servicing carried out in respect of the Goods.
- And an Authorised Service Agent shall include any of the following:-
- (i) an AVS appointed service agent as directed by AVS
- (ii) Allied Vehicles Limited ("Cabs Direct");
- (iii) the Taxi Service Centre; or
- (iv) an authorised AVS service agent as notified by the buyer to AVS and as agreed by AVS subject to satisfactory documentary evidence.
- 4.3 AVS shall not be liable for a breach of the warranty contained in condition 4 if:-
- (a) any further use is made of the goods in respect of which notice has been given under condition 4.2(a); or
- (b) the defect arises because the Buyer or any other person failed to follow AVS's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the goods; or
- (c) the Buyer or any other person alters or repairs the relevant goods without the written consent of AVS; or
- (d) the defect has resulted from incorrect or inappropriate or failure to adjust micro-switches.
- (e) if for any reason the service agent does not complete a task within a given time, or at a given time, or is unable to due to the lack of availability of the vehicle or suitable conditions in which to work.
- (f) the defect is a result of the incorrect installation or incorrect specification of switch or door pin switch being used without the express permission of AVS.
- (g) the defect arises due to the incorrect installation, fitting of, failure to fit or connect any part of the step or any part associated with the step or other associated products such as control boxes and motor covers.
- (h) the defect arises due to the inappropriate location of any electrical equipment, damage to electrical equipment or is caused by the connection of electrical equipment to unauthorised electrical or control systems.