



BeamRider Warranty

1. BeamRider Ltd ("BeamRider") warrants that the BeamRider SX ("the Product"), and any Parts ("Parts") therein, sold by BeamRider to the original purchaser ("the Purchaser"), will be free of any defects in material and workmanship, subject to the following conditions.
2. The duration of BeamRider's warranty with respect to the Product and Parts is limited to one (1) year ("the Warranty Period") from the proven date of sale or delivery to the original Purchaser.
3. BeamRider will, as its sole obligation under this warranty, replace, repair or refund the original purchase price of any Product or Parts that do not conform to this warranty.

4. Exclusions

- 4.1 BeamRider will not be responsible under this warranty in the event of any of the following:
 - a) damage or faults which are caused by the deviation from BeamRider's operating or installation instructions as printed in BeamRider's catalogue or on any packaging, labels or other literature or instructions, whether written or verbal, provided by BeamRider for the use of the Product;
 - b) any alteration, neglect, inadequate maintenance or modification of the Product or Parts by the Purchaser or any third party;
 - c) any improper use or application of the Product or Parts in a manner for which the Product was not intended;
 - d) any abuse of the Product or Parts by the Purchaser or any third party, including but not limited to, the unauthorised opening of any sealed unit on the Product;
 - e) any accidental or intentional damage to the Product or Parts howsoever caused, whether such damage is caused by the Purchaser or any third party;
 - f) the replacement of any consumables including reflectors, bulbs, fuses or any third party products associated with the Product;
 - g) any damage caused by the service or maintenance of the Product or any Parts by anyone other than a BeamRider authorized distributor or service centre;
 - h) if any fault with the Product or Parts is attributable to fair wear and tear;
 - i) if the Product or Parts are used in conjunction, in any way whatsoever, with any third party equipment or modifications;
 - j) any financial sum due or owed to BeamRider by the Purchaser have not been paid in full.
- 4.2 To the fullest extent permitted by law under no circumstances will BeamRider be liable in any circumstances for any direct or indirect damages, compensation, costs, expenses, losses or other liabilities suffered or incurred by the Purchaser, whether direct or consequential for any work carried out under this warranty. Notwithstanding the foregoing BeamRider does not exclude liability for death or personal injury caused by the negligence of BeamRider or for fraudulent misrepresentation.
- 4.3 The Purchaser accepts that this warranty is the sole remedy for any faults or defects with the Product or Parts.

5. Operation of Warranty

- 5.1 Within the Warranty Period the Purchaser must contact an authorised BeamRider distributor or service centre with dated proof of receipt of purchase detailing the defect or fault with the Product. BeamRider accepts no responsibility or obligation under this warranty where valid proof of receipt of Purchase is not provided to BeamRider's satisfaction. Where the Purchaser is located in a country or state where there is an authorised BeamRider distributor or service centre then BeamRider will meet the costs of any carriage incurred in the delivery of the repaired Product, Parts or replacement Parts.
- 5.2 Where there is no authorised BeamRider distributor or service centre in the country where the Purchaser is located then BeamRider will, subject to the provisions of this warranty, repair, replace or refund the original purchase price provided that the costs of any carriage for the repaired Products, Parts or replacement Parts are met by the Purchaser.
- 5.3 BeamRider will, at its absolute discretion, decide on the manner and location for the delivery of any work under this warranty.
- 5.4 Where the Product was initially delivered to the Purchaser and formed part of a fixed installation at a particular location ("the Site") any work under this warranty will be provided at the Site at the cost of BeamRider. For the avoidance of doubt if BeamRider is requested to conduct work under this warranty at any other location, other than the Site, then BeamRider shall be entitled to charge the Purchaser the full costs for any such work.
- 5.5 BeamRider will use reasonable endeavours to ship any repaired or replacement Products or Parts to the Purchaser as quickly as possible. For the avoidance of doubt BeamRider will accept no responsibility for damage or loss caused to the repaired Product, Parts or replacement Parts caused howsoever in the delivery of the Product, Parts or replacement Parts under this warranty.
- 5.6 BeamRider warrant that any work undertaken during the Warranty Period will be guaranteed, from the date of shipment, for either the remainder of the Warranty Period or ninety (90) days, whichever is the longer.
- 5.7 No modification, amendment or alteration to this warranty will be valid unless agreed by an authorised representative of BeamRider and expressly contained in writing.

6. Disputes

- 6.1 Any dispute arising from the provisions of this warranty shall be resolved in accordance with the laws of England and shall be subject to the exclusive jurisdiction of the English courts.
- 6.2 If any provision of this warranty (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, unenforceable or illegal, the other provisions shall remain in force.



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