



PRODUCT WARRANTY

Burton Safes Ltd (company number 4744621) of Brockholes Business Park, Rock Mill Road, Brockholes, Holmfirth, HD9 7BN ("**Burton Safes**") have issued this Warranty in respect of the Product described above. Any claim under this Warranty is to be made to Burton Safes in the first instance.

The Warranty level granted to the Customer is as set out above and the corresponding cover available will be as set out below under either "Standard Warranty" or "Warranty Plus", as the case may be. If the Customer has not taken Warranty Plus cover, the Customer shall be entitled to upgrade from Standard Warranty cover to Warranty Plus cover for the remainder of the relevant Warranty Period at any time during the applicable Warranty Period upon payment to Burton Safes of the applicable Warranty Plus fee (available upon request).

Warranty Period

Subject to the conditions set out below, Burton Safes warrants that the Product will be free from defects in material and workmanship:

- if the Customer purchased as a consumer, for the period of five years from the purchase date stated above; or
- if the Customer purchased as a business, for the period of two years from the purchase date stated above,

and the relevant period shall be referred to in this Warranty as "**Warranty Period**".

For business Customers, this Warranty is available to only the initial Customer of either Burton Safes or an authorised retailer of Burton Safes products. In such circumstances, it is not transferrable to any third party.

For consumer Customers, Burton Safes will only accept liability under this Warranty where the person seeking to rely on it is the original Customer or the person can produce a letter or chain of letters from the original Customer and subsequent purchasers (where appropriate) transferring the benefit of the Warranty to the new owner of the Product in question.

If the Customer purchases as a consumer, this Warranty is in addition to the Consumer's statutory rights, such being unaffected by this Warranty.

WARRANTY PROVISIONS APPLICABLE TO BOTH THE STANDARD WARRANTY AND WARRANTY PLUS

Burton Safes will repair or organise the replacement of the covered Product, or any malfunctioning part of the covered Product, on the following conditions (including under the applicable Standard Warranty or Warranty Plus provision appearing below):

1. The Warranty is applicable to only Products that are located in the United Kingdom, the Channel Islands and the Isle of Man.
2. Subject to paragraph 5 below, this Warranty applies if the Product develops a defect in material or workmanship and fails to perform its normal function within the applicable Warranty Period.
3. Any claim to be made under this Warranty should be commenced by the Customer giving notice in writing during the Warranty Period and within a reasonable time of discovery of the defect. The notice should give all relevant details and should be sent to service@burtonsafes.co.uk.
4. Response times within which Burton Safes shall seek to resolve the issue shall be as set out under the applicable Standard Warranty or Warranty Plus provisions below.
5. If a repair or replacement is necessary, a Burton Safes representative shall be given the opportunity of attending the Product for the purposes of inspecting the Product and verifying the nature and cause of the failure and confirming that none of paragraph 7 applies.
6. If so requested by Burton Safes, the Customer shall return any part of the Product to Burton Safes.
7. This Warranty shall **not** apply if:
 - a. the Customer makes any further use of the Product after giving notice as specified under paragraph 3 above;
 - b. any defect is a result of failure to follow Burton Safes' or (if different) the manufacturer's installation instructions;
 - c. the defect has arisen as a result of Burton Safes or the manufacturer following any drawing, design or specifications supplied by the Customer in connection with the design, manufacture or installation of the Product;
 - d. the Customer (or someone for the Customer) alters or repairs (or has attempted to alter or repair) the Product or such person attempts to remedy any installation issue without the prior written consent of Burton Safes;
 - e. the defect arises as a result of fair wear and tear, misuse, wilful damage, negligence, or abnormal usage conditions or as a result of cosmetic deterioration resulting from fair wear and tear (including the natural ageing of constituent materials); or
 - f. the defect arises from or has been caused by an event outside the control of Burton Safes.
8. Any replacement parts (or any replacement Product) shall be covered by this Warranty for the remainder of the given Warranty Period.

9. This Warranty is for the repair or replacement of the Product only and does not give rise to any liability whatsoever for any indirect or consequential losses (including, but not limited to, loss of profit, loss of use or business interruption) or expenses which the Customer may incur as a result of the defective Product, nor does it include or give rise to any compensation for or liability in respect of any of contents of any safe.
10. If the Customer is a business, this Warranty shall be governed by English law and the English courts shall have exclusive jurisdiction to determine any dispute or claim arising out of or in connection with it.
11. If the Customer is a consumer, these terms are governed by English law and the Customer can bring legal proceedings in respect of this Warranty in the English courts. If the Customer lives in Scotland, he or she can bring legal proceedings in respect of this Warranty in either the Scottish or the English courts. If the Customer lives in Northern Ireland, he or she can bring legal proceedings in respect of this Warranty in either the Northern Irish or the English courts.

STANDARD WARRANTY

Where the Customer is entitled to the Standard Warranty (as will be stated above) and where Burton Safes accepts that the defect is covered by this Warranty, Burton Safes shall be entitled to, where possible, attempt to fix the issue through telephone advice to the Customer (Monday to Friday (except bank holidays), 8am to 6pm) or, where telephone advice is either inappropriate or unsuccessful, effect a repair or replacement within 10 working days of notification.

WARRANTY PLUS

Where the Customer is entitled to Warranty Plus cover (as will be stated above) and where Burton Safes accepts that the defect is covered by this Warranty, the Customer shall be able to call Burton Safes' 24 hour, 365 days a year emergency support line. Burton Safes will endeavour to initially respond to the contact within 12 hours of the notification but will have responded within 48 hours.

Subject to some geographical limitations, Burton Safes guarantees for Warranty Plus customers a fix or replacement within 96 hours (4 days) of notification. Burton Safes cannot guarantee to resolve the issue within such times where the Product is located in the Scottish Highlands, Shetland, Orkney, the Hebrides or the Channel Islands.

Delivery and installation costs of replacement products are covered in the Warranty Plus fee.