

## Terms of Warranty

### 1. Product Registration

1.1 Cygnus Instruments Ltd. ("Cygnus") collaborates with all its resale partners, but resale of Cygnus products ("Products") by the Customer risks loss of traceability to end users of the Products. Manufacturer's support for the Products, including but not limited to firmware updates or product recall requirements, can only be provided by Cygnus with contact details of the end user, since support communication cannot be guaranteed via a resale partner or any other third party. **Cygnus guarantees provision of proactive support and transfer of warranties for the Products to end users of the Products who register their Products at: <https://cygnus-instruments.com/service/product-registration/>**

1.2 Cygnus stipulates that Product Registration as set out in paragraph 1.1 is a mandatory requirement for the Cygnus 1 Ex Ultrasonic Thickness Gauge in accordance with manufacturer responsibilities under the ATEX/IECEX/UKEX certification requirements.

1.3 All information relating to an individual person provided to Cygnus will remain confidential and protected under privacy policy terms found at: <https://cygnus-instruments.com/privacy-policy/>

### 2. Warranty

2.1 Subject to paragraph 3.2 and the following provisions, Cygnus warrants that:

- 2.1.1 the Products manufactured by it will correspond with their specification and be free from defects in material and workmanship for a standard period of **three (3) years** from the date of purchase from Cygnus;
- 2.1.2 except for batteries, probes, leads, microphones, telescopic extensions, which are warranted for six (6) months;
- 2.1.3 in the case of Products or equipment manufactured by a third party, Cygnus shall assign to the Customer the benefit of any warranty, guarantee or indemnity given by the company supplying the goods to Cygnus;
- 2.1.4 except for consumables, which are not warranted at all;
- 2.1.5 in the case of Equipment Service, the service will be provided using reasonable care and skill;
- 2.1.6 in the case of bespoke Products or which have (at the request of or by agreement with the Customer) been modified by Cygnus prior to sale, Cygnus warrants (subject as aforesaid) that any design or engineering services carried out by Cygnus will be supplied with reasonable care and skill.

2.2 The warranties referred to above are given by Cygnus, who shall, at its option, repair, replace or refund the price of the defective Products in full, provided:

- 2.2.1 the Customer gives notice in Writing during the warranty period within a reasonable time of discovery that some or all of the Products do not comply with the warranty set out in paragraph 2.1;
- 2.2.2 the Customer returns such Products to Cygnus' place of business at the Customer's cost;
- 2.2.3 Cygnus is given a reasonable opportunity of examining such Products.

2.3 Cygnus shall be under no liability for the Products' failure to comply with the warranties if:

- 2.3.1 any defect in the Products arises from any drawing, design, specification information or instructions supplied by the Customer, or arises from their late arrival or non-arrival, or any other fault of the Customer;
- 2.3.2 the Customer integrates into any system, alters, modifies or repairs such Products without the prior written consent of Cygnus;
- 2.3.3 the defect arises because the Customer failed to follow Cygnus oral or written instructions as to the storage, installation, calibration, integration into a system, commissioning, use or maintenance of the Products or (if there are no such instructions) good trade practice;
- 2.3.4 the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- 2.3.5 the total price for the Products has not been paid by the due date for payment.



2.4 The warranty in this section 2 is the only warranty provided by Cygnus to the Customer in relation to the Products. All other statements, conditions, representations, warranties, whether express or implied, including any implied warranty of fitness for any particular purpose or satisfactory quality, are expressly excluded.

### **3. Products returned immediately after receipt**

3.1 The Customer shall inspect the Products, or any instalment of the Products, immediately upon receipt. If the Products are damaged or do not comply with the warranty in paragraph 2.1, the Customer shall:

- 3.1.1 provide Cygnus with details of the problem with the Products in Writing; and
- 3.1.2 store the Products until it receives Cygnus' Written instructions in relation to the Products.

3.2 Cygnus' only liability and the Customer's sole right and remedy in respect of Products which at the time of delivery are damaged or do not meet the warranty in section 2 shall be at Cygnus' option either the supply of replacement Products (or the part in question) or a refund of the price paid (or a proportionate part of the price) to Cygnus in respect of such Products, in which case Cygnus shall have no further liability to the Customer. For the avoidance of doubt, Cygnus shall not be liable to the Customer for any damage to the Products, which occurs after the time of delivery, however the Customer may make a claim in respect of any such damage under the appropriate insurance policy.

### **4. Liabilities**

4.1 Subject as expressly provided in these terms or in Cygnus' Terms of Sale, and except where the Products are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

4.2 Except in respect of death or personal injury caused by Cygnus' negligence or liability for defective Products under the Consumer Protection Act 1987 Cygnus shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract for purchase of the Products, for loss of profit or for any indirect, special or consequential loss or damage, costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Cygnus, its employees or agents or otherwise) which arise out of or in connection with the supply of the Products (including any delay in supplying or any failure to supply the Products in accordance with the Contract or at all) or their use or resale by the Customer. The entire liability of Cygnus under or in connection with the Products shall not exceed the price of the Products, except as expressly provided in these terms.

