

Effective 1st October 2020

## **General Warranty Statement**

- This General Warranty applies to all P.A. HILTON LTD products purchased after 1st October 2020.
   It should be read in conjunction with and is subject to P.A.Hilton's Terms and
   Conditions: https://www.p-a-hilton.co.uk/terms-and-conditions
- 2. P.A. HILTON LTD warrants that their range of Hilton branded products will be free from:
  - (1) defects in material and workmanship; and
  - (2) conform to their specifications.
- 3. The validity of the warranty period is five years from invoice date.
- 4. If an item malfunctions for a reason stated in 2 above during the warranty period, then P.A. HILTON LTD will repair and/or replace this item at their cost.
- 5. Nothing in this warranty statement affects any statutory rights of customers that cannot be waived or limited by contract.

## Not covered under this General Warranty

This General Warranty does not include repair, or replacement when the malfunction results from accident, disaster, misuse, abuse, modification, improper storage, or normal wear and tear. The cause of malfunction shall be determined by P.A. HILTON LTD. If the customer disagrees with our decision the product may be examined, at the customer's expense, by an independent expert approved in writing by P.A. HILTON LTD. Should P.A. HILTON LTD agree with the expert's determination his costs will be reimbursed to the customer. In the event of disagreement between the expert and P.A. HILTON LTD, the customer may invoke the dispute resolution provisions under this General Warranty.

## **Obtaining Warranty Service**

If a product malfunction as described above within the warranty period, customers are asked to first contact the supplying Agent/Distributor. The Agent/Distributor will liaise with P.A. HILTON LTD to determine the best course of action to rectify the issue.

## Dispute resolution and Governing Law

Should a dispute arise, reasonable efforts shall be made to resolve it by amicable discussions and failing that by mediation. Should a party not wish to engage in mediation or should the mediation fail to achieve a resolution, the dispute shall be referred to a single arbitrator agreed by the parties, or in default of agreement, appointed by Chartered Institute of Arbitrators

All rights, duties and obligations arising out of or in connection with this agreement are subject to English Law.

For & on behalf of P.A.HILTON LIMITED

Paul Ingram
Managing Director
P.A.HILTON LIMITED