

STANDARD TERMS AND CONDITIONS – SPARE PARTS

1. Rodwell Engineering Group shall pass through the benefit of any manufacturer's warranties available for spare parts, subject to any terms and conditions the manufacturer may define.
2. Without limiting any additional restrictions, exclusions or conditions which may be set out in the manufacturer's warranty terms and conditions, the manufacturer's warranties are subject to the following:
 - a. GENERAL EXCLUSIONS
 - i. Accidents
 - ii. Abuse, misuse or negligence
 - iii. Overloading
 - iv. Alterations or modifications made otherwise than by Rodwell Engineering Group or its third party sub-contractors
 - v. Failure to operate the equipment in accordance with instructions in the Owner and Operator's Guide or equivalent
 - vi. Failure to report to Rodwell Engineering Group and fix defects promptly and in any event within ten (10) days of first discovery; any damage resulting directly or indirectly from such an un-remedied defect is excluded.
 - vii. Fair wear and tear – If the condition of the equipment includes any items defined as "unacceptable" then this shall be indicative of accidents, abuse, misuse or negligence unless the customer can reasonably demonstrate otherwise.
 - b. CONDITIONS
 - i. Warranty is limited to defects in materials and workmanship
 - ii. All spare parts must be stored, handled and fitted to a professional standard by a suitably qualified and experienced engineer in accordance with manufacturer's specifications and procedures.
 - iii. Rodwell Engineering Group shall be entitled to inspect and test any spare parts subject to a warranty claim.
 - iv. Purchaser shall be obliged to inspect all spare parts for obvious defects prior to installation into any equipment.
 - c. WARRANTY PERIODS
 - i. The following is a general summary of manufacturer's current warranty periods only. Full details of the relevant manufacturer's warranties, including any related restrictions, exclusions or conditions and any additional warranties which may be applicable, are available upon request. In the event of conflict, the full manufacturer's warranty terms and conditions shall prevail and nothing in this

summary shall extend any rights or benefits beyond those set out in the relevant manufacturer's full warranty terms and conditions.

- For in-house manufactured parts, 3 months from the date of delivery
 - For other manufacturers, 30 days from the date of delivery, except where a more extensive warranty for the relevant spare part is specified.
3. Rodwell Engineering Group current policy for return of spare parts for credit is subject to the following conditions:
- a. They were originally supplied by Rodwell Engineering Group
 - b. They are unused and in the condition as supplied
 - c. They were standard stock items and not specially ordered or adapted for Purchaser.
 - d. They were not supplied as a cash sale item
 - e. The relevant spare parts are returned to Rodwell Engineering Group within 28 days of delivery to the Purchaser by Rodwell.
 - f. Rodwell Engineering Group's obligation to make a refund is limited to price actually paid by Purchaser for the returned spare parts LESS:
 - i. Invoiced delivery charges
 - ii. Fifteen percent (15%) restocking fee
4. Verbal orders for supply of spares will not be accepted. A purchase order number is required for each individual spares order. Any queries regarding the purchase price or costs to the Purchaser for the items ordered must be raised within 5 working days of receipt of quotation or the order total will be deemed as accepted by the Purchaser. An invoice will be raised and submitted to the Purchaser within 5 days of parts order.
5. Rodwell Engineering Group is committed to stamping out any level of bribery that may occur. This includes the act of bribing or of being bribed. All staff have been made aware of the rules governing the Bribery Act 2010 and have been informed of the consequences of breaking these rules. Rodwell Engineering Group will regularly review the risk areas and will act swiftly and harshly on any employee, customer, distributor, supplier or sub-contractor found contravening these rules and guidelines.
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