

**Marshall Pump Systems Ltd –
Conditions of Return & Warranty Claims**

1. Marshall Pump Systems Ltd (Marshall Pumps) does not routinely accept unwanted or incorrectly ordered goods back for return
2. We offer a full technical assistance and specification service, usually free of charge, to ensure the customer has the correct material at time of ordering
3. Marshall Pumps will not accept any goods for return unless the customer has all the sales paperwork issued by us.
4. If you wish to return any material you must contact us, with the nature of the return, prior to actually sending the goods back, for authorisation. If unauthorised material is returned it will not be credited.
5. Marshall Pumps will not accept any material for return from a customer whose account is not in good order, with payments up to date
6. Marshall Pumps cannot accept back any material that is not routinely stocked by us unless the manufacturer accepts it back into their stock
7. Marshall Pumps will not accept back any stock that has been used, for any reason whatsoever or will levy a charge accordingly.
8. Marshall Pumps will not accept back any material that is not in its original packaging or will levy a charge accordingly.
9. Marshall Pumps will not accept back any material that does not have all the original documentation, including any O&M manuals or will levy a charge accordingly
10. Marshall Pumps will not accept back any material that has been damaged, by whatever means, at the customers' works.
11. Any goods that are accepted back are subject to full carriage charges or collection charges to get the material back to Marshall Pumps and also back to the supplier if applicable
12. Any goods that Marshall Pumps deems to have been used or damaged in any way will be inspected, without notification to the customer, and this inspection will be charged for at our normal charge out rates
13. If any subsequent work needs to be carried out on any such material, then we will, without notification to the customer, carry out such work and charge it at our normal charging out rates
14. Our standard restocking charge, subject to us accepting the goods, is a minimum of £30.00 or 25% of the original sales item value (not including carriage) whichever is the highest (plus additional transportation charges, see 11). This may well be higher dependant on the specific nature of the return and also the manufacturer involved.
15. Any material that is accepted will be credited, minus all allowable costs, to the customers account only. No cash will be paid for returned goods.
16. We require that the maximum time the customer shall notify us of any damage or shortfall to a delivery is 3 working days of the Company's Delivery/Advice Note. If the Buyer fails to give us notice of damage or loss within the above terms, we shall not be liable to repair or replace the lost or damaged goods and such goods shall be deemed to have been delivered for the purpose of the Contract/Order.
17. **Warranty:** Our Warranty procedure is laid out as follows:
 - 17.1 In the event of failure of the goods within 12 months of delivery for new goods and 3 months for repaired goods, (or by reason of defective materials or workmanship), the Company will repair or replace the goods free of charge, as the case may necessitate, provided that the Buyer has made no alterations, repairs or interfered with the goods in any way and provided the goods have been used within the duty parameters which they were supplied for, used with due care, properly stored and maintained, have not been subjected to excessive load or use, were suited to the function being performed and were properly installed. When goods have been repaired or replaced the original date of delivery refers. We will not refund the cost of carriage on such returned parts but the repaired or new parts will be delivered by us free of charge to the same location as the original delivery.
 - 17.2 The company accepts no responsibility whatsoever for consequential loss arising from a possible or actual warranty claim. The total claim will be a maximum of 100% of the value of the goods in question and will make no allowance whatsoever for any uninstalling, third part contractors or any other site work necessary. It will not allow for any installation of new or repaired goods.
 - 17.3 The foregoing guarantee is given by the Company and accepted by the Buyer to the exclusion of any other condition guarantee or warranty whether expressed, implied by statement or otherwise.
 - 17.4 The Company shall be under no liability for loss or damage arising out of the use of the goods or caused by any defect or failure of the goods (whether or not such defect or failure is covered by the foregoing guarantee).
 - 17.5 Where the Company is requested by the Buyer to carry out claimed warranty work other than on the Company's premises, the Company is entitled to charge for work or costs not provided for in the warranty terms as described in 17.1 above
18. **Force Majeure.** The Company shall not be under any liability whatsoever in respect of any failure to deliver any of the goods, delay in delivery thereof or other defective performance of the contract caused directly or indirectly by any event of whatever nature or however arising not within the control of the Company. Such events shall be deemed to include, but without prejudice to the generality of the foregoing, Act of God, war, invasion, rebellion, revolution, insurrection, riot, commotion, disorder, malicious damage, fire, flood, tempest, epidemic, quarantine restrictions, strike or other industrial dispute, lock out freight embargoes, unusually severe weather, shortage of raw materials or energy supplies, transportation delays or failure by sub-contractor or suppliers to perform. Following notification by the Company to the Buyer of any such event, the Company shall be entitled to cancel or suspend the Order/Contract without incurring liability for any loss or damages resulting there from.
19. These conditions of return do not affect your legal conditions of purchase and our full conditions of sale are available on request.

