

## Installation Warranty Terms

*Version 2.2 – 18/11/21*

1. This warranty covers products that are installed by Merlin Equipment Limited. The customer/end user or any other definition is deemed to mean the person using and claiming under these Installation Warranty Terms.
2. Any reliance on our Installation Warranty, whether during contract negotiations (even if by third parties), vehicle/boat supply, supply on to a dealer or by the end user shall be accompanied by supply of these conditions in written form.
3. This warranty provides a 5 year period of cover against defects solely manifested in workmanship or product failure only. The period of cover starts from date of fitting as identified on the installation test sheet/certificate (a copy of which can be supplied if required).
4. In the event of a product failing that is covered by this warranty, Merlin Equipment will:
  - a. Provide initial telephone support to see if the product fault can be rectified over the phone. The customer agrees to provide reasonable assistance in attempting to resolve an issue remotely. This may include resetting, changing settings or simple physical tasks.
  - b. Repair or replace the failed component with either an identical product or one that equals or exceeds the specification of the original unit provided.
  - c. Provide the labour or, at Merlin Equipment's sole discretion, arrange and pay for the labour to swap the parts out.
  - d. Provide the warranty service within 10 working days of agreeing that a warranty call-out is necessary.
5. In the event of a product failure, the following procedure is to be followed:
  - a. The customer must contact Merlin Equipment to discuss and attempt to diagnose the fault over the telephone. In many cases, faults can be resolved, or in the case of a lack of understanding, advice given to prevent call-outs.
  - b. Merlin Equipment will arrange a mutually convenient time to attend the vehicle.
  - c. The place of warranty service shall be safe (i.e. not on the roadside or within a hazardous environment), clean, sheltered from inclement weather and well-lit.
6. Exclusions & Chargeable Items
  - a. This warranty does not cover:
    - i. Physical damage – including water and dust ingress, damage from foreign objects, being dropped or otherwise abused.
    - ii. Reverse polarity connections.
    - iii. The customer attempting to continuously run over-rated appliances that cause the product to fail.
    - iv. Cables being damaged
    - v. Appliances not operating from a given piece of equipment (e.g. an inverter)
    - vi. Flat Batteries and Batteries that are end-of-life (cycled out).
    - vii. Batteries that have 'ballooned' (this is caused by excessive discharge and too-rapid recharge).
    - viii. Blown fuses or damage caused by using an incorrect fuse.

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- ix. Please note that warranty on all Fullriver batteries are subject to and have a pro-rata warranty (covered by our Fullriver Battery Warranty). This provides a discount against new, replacement, like-for-like batteries on a sliding scale. The credit provided is:

Year 1:	100% of battery value
Year 2:	80% of battery value
Year 3:	60% of battery value
Year 4:	40% of battery value
Year 5:	20% of battery value

The labour cost of changing the battery, carriage (if appropriate) and travelling shall also be credited on the above sliding scale against an invoice that is raised by Merlin Equipment – the balance of which shall be paid by the customer.

- x. Please note that all other lead/acid batteries (non-Fullriver) carry a 1 year warranty only regardless of this warranty. Lithium Ion Batteries are covered for a full 5 years/Or to number of prescribed cycles (subject to the manufacturer's provided warranty terms).
- xi. Failure of our product that has been caused by a third party product.
- xii. Items that are outside of the warranty period
- xiii. Damage to equipment fitted to vehicles that have been in long term storage/layout where an appropriate lay-up procedure has not been followed.
- xiv. Use of the product that is not in accordance with the manufacturer supplied manual
- xv. Tampering of a product or one that has been modified in any way.
- xvi. Lightening Damage
- xvii. Products that exhibit burnt track damage on internal PCBs
- xviii. Merlin Equipment shall not pay for repair work by the Customer or any third parties that has not been expressly authorised in writing.
- b. Warranty call-outs that were a result of the end-user refusing to co-operate with reasonable pre-call out requests such as simple fault finding, resetting etc (as per 3a and 4a above) shall, at our discretion, be charged as per Condition 5e.
- c. In the event of no-shows or us not being able to perform the warranty actions due to being prevented from accessing a site, the site closing or the vehicle/boat not being available etc, we shall, at our discretion charge as per section 5e.
- d. In the event of call-out and a non-warranty item being the cause of the fault, the Customer agrees to cover the cost of the call-out and replacement part. Please note that it may not be obvious at the time of call-out and non-warranty identified only once the product is returned to our workshop facility. In all cases Merlin Equipment shall inform the customer of non-warranty items within 10 working days. The charges made shall be as per Condition 5e.

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- e. In the event of us charging you for call-out, the costs shall be: Hourly Charge (currently £55 per hour or part thereof), 0.45p per mile travelling (where necessary), overnight accommodation (if further than 150 miles from Exeter EX5 1SA and where necessary) and cost of the replacement parts at our discounted Trade Price. Merlin Equipment, wherever possible agrees and shall act to mitigate customer costs as charges are designed to merely cover our costs and not be punitive.
    - i. By accepting and acting under this warranty, the customer hereby agrees to authorise and pay any invoice that is resultant of a non-warranty claim within 30 days of receiving the invoice.
    - ii. By accepting and acting under this warranty, the customer agrees that the terms and conditions herein over-ride any supplier terms and conditions of their own.
    - iii. Merlin Equipment, in the event of charging for call out shall:
      - 1. Provide a written report of the defect to accompany the invoice provided.
      - 2. Return the defective goods, at the customer's request. Please note that a charge for return carriage shall be made. Please be aware that some goods may have been shipped overseas to manufacturers – therefore, we will check the cost of repatriation of non-warranty goods before proceeding. Please note that we shall dispose of non-warranty defective items 90 days after replacing them.
    - iv. Merlin Equipment reserves the right to, and at its sole discretion, request a purchase order and/or prepayment before providing non-warranty repair.
  - f. Physical Limits. This warranty covers items that have been physically supplied and installed by Merlin Equipment Limited within the limits of England, Wales and Scotland. Please note that highlands and islands are excluded unless expressly agreed in writing. In the event of call-outs that require travel outside of the UK or to highlands and islands (inside the UK), Merlin Equipment reserves the right to charge for travelling.
  - g. This warranty is transferable within 6 months of installation. It is not transferable after this period (save for where expressly agreed by Merlin Equipment).
- 7. Merlin Equipment does not warrant and shall not cover consequential losses or loss of use of a vehicle/boat, damage to any vehicle or boat as a result of failure of the equipment, any fees such as crane out/crane in etc. The maximum liability that Merlin Equipment accepts under the terms of this warranty are the total cost of the goods provided (and the original fitting cost).
  - 8. This warranty shall be governed exclusively by UK Law in a UK mainland Court. Your statutory rights are not affected by this warranty.
  - 9. To initiate a warranty claim, please telephone Merlin Equipment on 01202 697979.

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