

20 year warranty

WARRANTY

10.1 Subject to the succeeding provisions of this clause 10 PMC warrants that Goods will correspond with their specification upon delivery and will be free from defects in material and workmanship for such period and subject to such conditions as are specified by the manufacturer of Goods whether in documents accompanying Goods or otherwise.

10.2 The above warranty is given by PMC subject to the following conditions:-

10.2.1 PMC shall have no liability in respect of any defects in Goods arising from any drawing specification or design supplied by the Customer.

10.2.2 PMC shall have no liability for fitness or suitability for purpose.

10.2.3 PMC shall have no liability in respect of any defect arising from fair wear and tear wilful damage negligence abnormal working conditions excessive use failure to follow manufacturer's instructions misuse alteration or repair without the manufacturer's approval.

10.2.4 PMC shall have no liability in respect to Goods if the total price for Goods has not been paid by the due date for payment or any money shall be due from the Customer to PMC under any other Contract.

10.2.5 PMC's liability shall not exceed such sums as it is able to recover from the manufacturer of Goods having used reasonable endeavours so to do.

10.3 Subject as expressly provided by this clause 10 all warranties conditions and other implied terms are excluded to the full extent permitted by law. The statutory rights of consumers (within the meaning of the Unfair Contracts Terms Act 1977) are not affected by these Conditions.

10.4 Any claim relating to defects in Goods by the Customer must be notified in writing to PMC within seven days of the date on which such defect is or ought to have been apparent.

10.4.1 All claims for warranty must be accompanied by an original valid receipt of purchase clearly showing the date and place of purchase.

10.4.2 All warranty claims shall only be authorised if the product in question has been registered within 30 days of the purchase receipt. (Applicable post 1st January 2011)

10.4.3 Warranty is only applicable to the original owner/registered user where a valid receipt of purchase is available for products sold after 1st January 2011

10.4.4 For products sold prior to 1st January 2011 the warranty is transferable subject to an authorised purchase receipt from an authorised PMC agent.

10.4.5 PMC warranty (where applicable by product) is only valid for those products registered either by post, telephone, email or online web form within 30 days of purchase, otherwise a standard one year statutory warranty shall apply.

10.4.6 PMC Warranty is not transferable from the original owner to further owners for products sold after 1st Jan 2011

10.5 PMC in its own discretion shall be entitled in full satisfaction of any claim by the Customer to replace Goods free of charge or by refund of the price paid but PMC shall have no further liability to the Customer and without prejudice thereto except in the case of death or personal injury caused by PMC's negligence PMC shall have no liability to the Customer for any consequential loss or damage (whether for loss of profit or otherwise) costs expenses or other claims for consequential compensation whether or not caused by PMC's negligence or that of its employees or agents which arise out of or in connection with the supply of Goods or their resale or use except as expressly provided by these Conditions.

10.6.1 (Subject always to the provisions of Clause 6.3 as to delivery) PMC shall have no liability to the Customer or be in breach of contract by reason of any delay in performing or failing to perform its obligations to the Customer hereunder if the delay was caused by reason of any cause beyond PMC's reasonable control which shall include (without prejudice to the generality of the foregoing) force majeure terrorism acts or omissions of any statutory of local authority import or export restrictions failure by any third party against whom PMC is unable to make recovery (to the extent of such inability) and changes in law or regulations applying to Goods or to PMC.

10.6.2 In the event of any such delay or failure PMC may at its discretion cancel or rescind the Contract without liability by written notice to the Customer.

10.6.3 Standard warranty for PMC product shall be as follows unless otherwise stated in quotations or "in-Box" information:

Passive Loudspeakers Components and Cabinets: 01 Jan 2011 onwards:	20 Years from point of sales "New", **
Passive Loudspeakers Components and Cabinets: Pre 01 Jan 2011:	5 Years from point of sales "New"*
Active Loudspeakers Drive units and Cabinets:	5 Years from point of sales "New"*
Active Loudspeaker Electronics "Bryston":	20 Years from point of sales "New"
Active Loudspeaker Electronics "Flying Mole" :	1 Year from point of sales "New"
Active Loudspeaker Electronics "PMC":	5 Years from point of sales "New"*
Third Party Equipment:	Subject to individual manufacturer's warranty policies

[*] Or 6 years from original factory despatch whichever is first

[**] Conditional to warranty clauses 10.4.1-10.4.6