

## Mobile Equipment Recovery Policy

### Warranties and notification of claims

- 1 Customer must inspect the Goods at the time of delivery. Any claim for non-delivery (including, but not limited to, short shipment, transit damage, or dead on arrival) of any Goods shall be notified in writing by Customer to Artemis within three business days of the date of delivery. Artemis shall make good any shortage in the Goods and where appropriate replace any Goods damaged in transit as soon as it is reasonable to do so, but otherwise shall be under no liability whatsoever arising from such shortage or damage.
- 2 Any claim which is based on any defect in the quality or condition of the Goods shall (whether or not delivery is refused by the Customer) be notified to Artemis within thirty days from the date of delivery. If the Goods develop a fault or other defect within thirty days of the date of delivery to Customer, Customer must:
  - (a) inform Artemis providing full details of the fault or defect within five days of discovering the same;
  - (b) give Artemis (and, if relevant, the manufacturer of the Goods in question) a reasonable period of time to inspect and examine the Goods to determine if they are faulty or defective in any way.
- 3 If a fault in any Goods becomes apparent after the date that is thirty days after the date of delivery of the Goods to Customer, then Customer must rely on the terms of any manufacturer's warranty that applies to the Goods and Artemis shall have no liability in respect of any such fault or defect.
- 4 If delivery is not refused, Customer does not notify Artemis of any claim, Customer shall not be entitled to reject the Goods and Artemis shall have no liability for such defects or failure, Customer shall be bound to pay the price as if the Goods had been delivered in accordance with the relevant Contract.
- 5 Where any valid claim in respect of any of the Goods which is based on any defect in the quality or condition of the Goods is notified to Artemis, Artemis shall, at its sole discretion, replace the Goods (or the part in question) free of charge within a reasonable period or refund Customer the price of the Goods (or a proportionate part of the price) but Artemis shall have no further liability to the Customer. Artemis shall be under no liability in respect of:
  - (a) any defect arising from fair wear and tear;
  - (b) any wilful damage caused by Customer or any third party (or their respective agents, sub-contractors or employees);
  - (c) Customer's negligence and/or failure to follow Artemis's or manufacturer's instructions (whether given orally or in writing);
  - (d) Customer's misuse or alteration of the Goods without the Artemis's prior written approval;
  - (e) any other act or omission on the part of Customer or their respective employees or agents; or
  - (f) any Good(s) returned by Customer to Artemis which are alleged to have been faulty and/or defective in any way ("Alleged Faulty Good(s)") but following testing and/or inspection by Artemis or the relevant manufacturer (or their authorised agents, employees or contractors), are determined by such person(s), in their absolute discretion, not to be faulty or defective in any way (a "No Fault Found Return").
- 6 Customer shall be entitled to the benefit of any warranty or guarantee as is given by the manufacturer to the Artemis.
- 7 Subject as expressly provided in these Conditions all warranties conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

## Returns

- 1 All returns of the Goods shall be subject to the returns policy of the relevant manufacturer or supplier.
- 2 Customer shall not be entitled to return any Goods to Artemis without Artemis's prior written consent. Such consent may be conditional on the payment of a handling charge (unless the Goods were defective when delivered) and the Goods being as fit for sale on their return as they were on delivery.
- 3 Artemis will sometimes, as a gesture of goodwill, refund, credit back or replace an alleged faulty good prior to determination as to whether or not such is faulty or defective in any way. In the event that Artemis has refunded, credited back or replaced an alleged faulty good and such is determined to have been a No Fault Found Return Customer irrevocably and unconditionally undertakes to repay to the Artemis on demand any amount refunded, credited back or the value of any replacement Good supplied.
- 4 Artemis shall have no liability to Customer in the event that a Good supplied by Artemis to Customer is faulty or defective at any time after the date that is 30 days after the date of delivery of such Good to the Customer and the Customer will need to deal directly with the original equipment manufacturer of the Good and rely upon the terms of any manufacturer warranty supplied (if any) with the Good.