

MEECH WARRANTY

SCOPE OF WARRANTY

1. In this warranty **Meech** means Meech Static Eliminators Limited.
2. This warranty applies to the following products each defined in more detail at <https://meech.com/products>:
 - (a) Hyperion
 - (b) Classic Series 900 Range
 - (c) Systems¹
 - (d) Air Technology

¹ CyClean™, CyClean-R™, VacClean™, TakClean™, RoClean™, ShearClean™, IonRinse™, IonWash™ and JetStream™.
3. This warranty comes into force on 1 December 2021.
4. This warranty is for customers who buy any of the products listed above, either directly from Meech or via a Meech subsidiary or Meech distributor.
5. The warranty period commences on the date the product is delivered to the customer and is valid for the following respective periods:

Hyperion	24 months
Classic Series 900 Range	12 months
Systems ¹	18 months
Air Technology	24 months

¹ CyClean™, CyClean-R™, VacClean™, TakClean™, RoClean™, ShearClean™, IonRinse™, IonWash™ and JetStream™.
6. Meech warrants to customers that on delivery, and for the warranty period, the products shall:
 - (a) conform in all material respects with their description as set out in the respective product manual at <https://meech.com/downloads/literature/operating-manuals/>;
 - (b) be free from material defects in design, material and workmanship; and
 - (c) be of satisfactory quality (within the meaning of the United Kingdom's Sale of Goods Act 1979).
7. Subject to clause 8, and subject to the customer following the procedures in clause 13 to clause 18 inclusive, Meech shall, at its option, repair or replace products which fail to comply with the warranty set out in clause 6.

8. Meech shall not be liable for the products' failure to comply with the warranty set out in clause 6 if:
 - (a) the customer makes any further use of such products after giving notice in accordance with clause 13(b);
 - (b) the defect arises because the customer failed to follow Meech's oral or written instructions as to the storage, commissioning, installation, use and maintenance of the products or (if there are none) good trade practice regarding the same;
 - (c) the defect arises as a result of Meech following any drawing, design or specification or using any materials supplied by the customer;
 - (d) the customer alters or repairs such products without the written consent of Meech;
 - (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or
 - (f) the products differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.
9. Except as provided in clause 7 , Meech shall have no liability to the customer in respect of the products' failure to comply with the warranty set out in clause 6.
10. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 are, to the fullest extent permitted by law, excluded.
11. This warranty shall apply to any repaired or replacement products supplied by Meech but only for the remainder of the warranty period of the original product.
12. Meech reserves the right to make changes to this warranty. However, the warranty that applies to each product shall be the warranty in force at the date the product is delivered to the customer.

INITIATING A WARRANTY DISCUSSION - INITIAL INVESTIGATION PROCEDURE

13. To initiate the warranty procedure:
 - (a) The customer shall ensure that it has read and implemented the trouble-shooting measures for the product in the relevant product manual at <https://meech.com/downloads/literature/operating-manuals>.
 - (b) If the customer trouble-shooting measures do not resolve the problem the customer shall notify full details of the problem in writing to the company which sold the product to the customer.
 - (c) If the company which sold the product to the customer cannot resolve the problem the customer shall notify customerservice@meech.com with full details in writing of the problem. It is important that the serial number of the product is included along with any photos or videos that may be useful. Where possible the customer shall provide BarMaster readings.
 - (d) Meech customer service will carry out or organise an initial investigation, as outlined below.
 - (e) The initial investigation will be a remote investigation by Meech customer service, Meech engineering support, or the Meech representative based locally who will liaise with the customer, to establish whether there is a warranty claim, whilst the product remains at the customer's site.
 - (f) The customer shall on request provide proof of the date of delivery of the product to the customer and any information reasonably requested by Meech for the initial investigation.
 - (g) Should Meech decide, as a result of the initial investigation, that the product should be returned to Meech, Meech customer service will issue a Returns Merchandise Authorisation (**RMA**) number and Meech address for the return. Prior to returning any product to the designated Meech address, the customer shall ensure that the RMA number is clearly marked externally on packaging and internally attached to the product.
 - (h) The customer may not return product to Meech without an RMA for that product.
 - (i) If the product to be returned to Meech is being returned from a region that incurs duty charges, it is the responsibility of the customer to use the correct Customs Procedure Code (**CPC**) and to display it clearly on any returns paperwork.
14. The benefit of using the correct CPC is that it can help the customer reimport the product after repair or obtain a replacement product in a tax and duty efficient way. This is particularly important should Meech determine that the returned product has suffered a fault not covered under warranty.

15. Meech recommends the customer discusses any returns with a local customs broker or freight forwarder, as they will be able to provide local guidance regarding the procedure and the required documentation.
16. If the product is out of warranty, Meech will provide the customer with a quotation for a replacement.
17. For the purposes of the warranty:
 - (a) Working days are based on normal United Kingdom working days, i.e. Monday to Friday excluding public holidays.
 - (b) All timing is based on United Kingdom time and investigation time commences the day after the warranty claim is raised in accordance with clause 13(b).
 - (c) Warranty claim timelines are detailed below.

SUBSEQUENT INVESTIGATION PROCEDURE

18. In the initial investigation Meech will determine whether:

	Outcome of initial investigation	Action
1	A product fault has clearly occurred within warranty.	<p>Meech will process the warranty claim and manufacture and despatch a replacement product as soon as reasonably possible using Incoterms 2020 DAP.</p> <p>Meech will add a credit to the customer's account for duty charges properly incurred by the customer with respect to the replacement product, upon copies of the duty paperwork being received by Meech.</p> <p>If requested by Meech, customer will return the faulty product to Meech at the address specified by Meech. Meech will add a credit to the customer's account for costs properly incurred by the customer with respect to returning the faulty product, upon copies of the appropriate invoices being received by Meech.</p>
2	A product fault has occurred, but is not covered by the warranty, e.g. the fault has occurred due to installation, maintenance or service instructions not being followed.	<p>Meech will provide a quotation to the customer for a replacement product.</p> <p>Once the customer accepts the quotation Meech will manufacture a replacement product in line with the current lead time.</p> <p>Meech will despatch a replacement product to the customer using Incoterms 2020 DAP, however Meech will invoice the customer for the costs of packaging, insurance and transport.</p>
3	Cause of the product fault can't be determined locally, or the Expedited Timeframe applies (see below).	<p>Meech will provide an RMA which the customer will clearly mark externally on packaging and internally attach to the faulty product prior to return to Meech.</p> <p>Customer will return the faulty product to the Meech address specified by Meech using Incoterms 2020 DAP with the customer undertaking all seller obligations and Meech undertaking all buyer obligations.</p> <p>Meech will carry out a full investigation to establish whether there is a warranty claim (see points 4-5 or 6-7 below).</p>

Standard Timeframe - Product Returned to Meech (Point 3 Above)

Once Meech receives the returned product, the investigation will take a maximum of 7 working days to complete. At this point, Meech will communicate the results of the investigation to the customer and one of the following will apply.

	Outcome of returned investigation	Action
4	Investigation at Meech (see point 3 above) shows the product fault has occurred within warranty.	<p>Meech will process the warranty claim and either repair the faulty product or manufacture a replacement product, and despatch the repaired or replacement product within 5 working days using Incoterms 2020 DAP.</p> <p>Typical timeframe is 12 workings days in total (7 investigation + 5 repairing or manufacturing).</p> <p>Meech will add a credit to the customer's account for:</p> <ul style="list-style-type: none"> (i) the cost of the return shipment of the faulty product from the customer's site to Meech, provided that it has been shipped in the most cost-effective way practical, and the customer provides to Meech a copy of the invoice for the shipping of the faulty product; and (ii) duty charges properly incurred by the customer with respect to the repaired or replacement product, upon copies of the duty paperwork being received by Meech.
5	A product fault has occurred, but is not covered by the warranty, e.g. the fault has occurred due to installation, maintenance or service instructions not being followed.	<p>Meech will provide a quotation to the customer for a replacement product.</p> <p>Once the customer accepts the quotation Meech will manufacture a replacement product in line with the current lead time.</p> <p>Meech will despatch the replacement product to the customer using Incoterms 2020 DAP, however Meech will invoice the customer for the costs of packaging, insurance and transport.</p>

Expedited Timeframe - Product Returned to Meech (Point 3 Above)

In some cases, a Meech product fault may result in serious issues for the customer, e.g. the machine speed being substantially reduced, or an increased health and safety risk. In this case, if neither the customer nor a local distributor has a spare product in stock locally, an expedited timeframe is available from Meech.

The expedited timeframe means that (whilst the faulty product is being returned from the customer site for investigation) Meech will commence the manufacture of a replacement product and at the same time issue a quotation to the customer for the cost (including packaging, insurance and transport) of the replacement should the investigation of the returned product determine that the product is out of warranty. It will normally take a maximum of 5 working days to manufacture and despatch the replacement product.

Meech will not, however, despatch the replacement product until the customer has accepted the quotation for the replacement product.

Once the returned faulty product is received, the investigation will take a maximum of 7 working days to complete. At this point, Meech will communicate the results of the investigation to the customer. One of the following will apply.

	Outcome of returned investigation	Action
6	Investigation at Meech (see point 3 above) shows the product fault has occurred within warranty.	Meech will add a credit to the customer's account for (i) the cost of the return shipment of the faulty product from the customer's site to Meech, provided that it has been shipped in the most cost-effective way practical, and the customer provides to Meech a copy of the invoice for the shipping of the faulty product; and (ii) duty charges properly incurred by the customer with respect to the repaired or replacement product, upon copies of the duty paperwork being received by Meech.
7	A product fault has occurred, but is not covered by the warranty, e.g. the fault has occurred due to installation, maintenance or service instructions not being followed.	Meech will invoice the customer for the replacement product in accordance with the replacement product quotation, and any costs properly incurred by Meech relating to the receipt of the faulty product.