

Guidance Notes

For Interpretation of Kirton's Warranty and Liability Provision

As Contained in Kirton's Terms and Conditions

1. Warranty and Liability

Kirton provides a warranty to the buyer that the goods supplied will be free from defect of workmanship, design or materials for a period of twelve months from date of delivery. For the detailed terms including where a five year warranty will apply please refer to the Terms and Conditions contained in the back of Kirton's Brochures and Price Lists (Clause 16).

2. Use

- a) Each Kirton product is designed to a high specification for a particular type of use.
- b) It is important therefore that the correct product is purchased by the buyer. If the buyer intends to purchase goods for a non-approved use he must use his own skill and judgement.
- c) No employee or agent of Kirton is authorised to recommend non-approved uses, and the buyer should not rely on such recommendations.
- d) User instructions should be followed in all respects.

3. When the warranty will not apply:

- a) Use of incorrect cleaning products that may damage the surface material.
- b) Incorrect maintenance not approved by Kirton.
- c) Alterations by the buyer to the original goods.
- d) Incorrect means of transportation of the goods.
- e) Normal wear and tear.

Non-approved uses:

- Sitting on the arms of a chair.
- Sitting on the legrest or footrest of a chair.
- Hitting the chair against other objects: walls, doors, beds, people, tables, chairs, etc.
- Spilling food, urine, excrement and other matter on the chair and not cleaning it off within a very short time of spillage (2 minutes) often causes the chair to smell and become a health hazard. Also, matter penetrates covering material, seams and foam.
- Excessive force is often applied to the moving parts of chairs thereby breaking or bending metal and wood parts.
- Bumping chairs up or down stairs or over obstructions with a person seated in the chair causes damage to wheels, framework and upholstery.

4. When the warranty does apply Kirton will:

- a) Rectify the defect.
- b) Where in the opinion of Kirton rectification is impossible, the product will be replaced.

5. Statutory Rights

Nothing contained in our Terms and Conditions nor in these guidelines shall affect the statutory rights of the consumer.