

## Scope of this document

The following terms and conditions apply to the 15-year warranty offered by Cirrus Research plc, Cirrus Research GmbH and Cirrus Research France S.A.S.

## Definitions

Where “Cirrus Research” is used, this refers to any of the three Cirrus Research brands, exclusively Cirrus Research plc, Cirrus Research GmbH and Cirrus Research France S.A.S..

Where “customer” is used, this refers to the owner, end-user and/or purchaser of Cirrus Research equipment.

Where “authorised reseller or distributor” is used, this refers to one of Cirrus Research’s authorised partners, the full list of which can be found on the Cirrus Research website: <https://www.cirrusresearch.co.uk/contact/distributors/>. Cirrus Research reserves the right to amend the list of authorised partners, without prior notice or warning.

## Updates to this document

Cirrus Research plc reserves the right to amend or update these terms and conditions without prior notice or warning. This warranty does not in any way reduce or affect the legal rights of the buyer, and is in addition to any statutory rights.

This document is available in other languages upon request.

*Dieses Dokument ist auf Anfrage auch in anderen Sprachen erhältlich.*

*Ce document est disponible dans d'autres langues sur demande.*

*Este documento está disponible en otros idiomas si se solicita.*

## Terms and conditions in brief

1. Every new product is provided with a 12-month no-quibble warranty. This covers everything we provide against failure, poor workmanship and accidental damage.

*NB – European Union law states a product has to be fit for purpose for 24 months after purchase. This two-year period covers failure and poor workmanship only.*

2. If the product is calibrated by Cirrus Research or an authorised calibration and service centre, then the initial 12-month warranty is extended by a further 12 months, with the same conditions, for up to 15 years in total.

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3. If a product has not been calibrated annually by Cirrus Research or an authorised calibration and service centre, then you may buy back into the warranty scheme for a small fee, plus the cost of calibration. This can only be done once during the life of the product.
4. If a microphone capsule fails under warranty and is physically damaged, we will replace it with a refurbished capsule.
5. If you don't wish to have a refurbished capsule, then you can trade in your damaged capsule for a new one, which will incur a fee.

### Terms and conditions in full

1. Scope of the warranty
  - 1.1 The terms and conditions of the warranty, as set out in this document, apply to all noise and vibration measurement instruments manufactured and/or sold by Cirrus Research.
  - 1.2 The following products are not covered by the terms and conditions as set out below:
    - 1.2.1 IR Sentinel (CS:001), and its associated accessories;
    - 1.2.2 JXB-178 handheld thermometer;
    - 1.2.3 Any batteries provided that are not an integral part of the instrument;
    - 1.2.4 Any other consumable item that may be provided along with a noise and/or vibration measurement instrument;
    - 1.2.5 Any kit case where there is not an immediate safety issue presented by damage.
2. The period of the initial warranty is twelve (12) months.
  - 2.1 The initial twelve (12)-month warranty covers all faults and accidental damage to the instrument, including the microphone capsule.
  - 2.2 Under European Union law the instrument is covered for twenty-four (24) months for failure and poor workmanship only.
  - 2.3 Following the United Kingdom's withdrawal from the European Union, this twenty-four (24)-month period of cover for failure and poor workmanship is still honoured for all products purchased in the UK.
3. The initial warranty period starts from the date of purchase, from Cirrus Research, or an authorised reseller or distributor.
4. Extending the warranty
  - 4.1 If the instrument is returned to Cirrus Research or an authorised service and calibration centre for routine verification and calibration after the initial warranty period, upon completion of the verification, the instrument will be granted an additional one (1)-year warranty, free of charge.

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- 4.2 The instrument must be returned for verification within six (6) weeks of the anniversary date of shipment. This is limited to three (3) weeks on either side of the anniversary date of shipment.
- 4.3 If an instrument is routinely verified by Cirrus Research or an authorised service and calibration centre every year after the initial warranty period, the warranty is effectively continuous to a maximum of fifteen (15) years from the date of purchase.
- 4.4 There will be a charge for the routine verification (or calibration) of the instrument.
5. Buying back into the warranty
  - 5.1 Where the warranty has expired, the customer can buy back into the warranty scheme. This reactivates the warranty for a further twelve (12) months and provides the same level of cover as for the initial period described above.
  - 5.2 Reactivation must be purchased at the same time as calibration or verification of the instrument.
  - 5.3 The maximum period of the warranty, whether it had been extended or not prior to reactivation, is 15 years from the original purchase date.
  - 5.4 This offer can only be redeemed once during the lifetime of the instrument, unless the instrument is sold as second-hand/ex-demonstration/refurbished directly from Cirrus Research.
6. Second-hand/ex-demonstration/refurbished instruments are sold as per the conditions outlined in Paragraphs One (1), Two (2), Three (3) and Four (4) of this document.
  - 6.1 This applies only to instruments sold as second-hand/ex-demonstration/refurbished directly by Cirrus Research.
  - 6.2 This excludes instruments sold privately as second-hand/ex-demonstration/refurbished or through third-party vendors.
  - 6.3 This exclusion also applies to authorised distributors and resellers.
7. The initial warranty, and any subsequent extension, are non-transferrable.
  - 7.1 The initial warranty is provided to the original customer only, unless otherwise stated, in writing, by Cirrus Research.
  - 7.2 This exclusion does not apply to second-hand/ex-demonstration/refurbished instruments sold directly by Cirrus Research.
8. Where a product is returned for routine verification or calibration, the customer is responsible for all transportation, duty, and other charges.
9. The customer must notify Cirrus Research, either by phone, email or in writing, of any claimed defect in the product, immediately upon discovering it.
10. Where an instrument is returned under the warranty, it must be returned to Cirrus Research without undue delay and at the customer's risk, with transportation charges prepaid.

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11. Where the product is deemed to be faulty due to a manufacturing defect, Cirrus Research, shall:
  - 11.1 Repair or replace the defective product(s);
  - 11.2 Be given reasonable time by the customer to make such repairs or replacements;
  - 11.3 Return the product to the customer at Cirrus Research's expense.
12. Where a microphone capsule is found to be faulty and/or damaged, Cirrus Research, shall:
  - 12.1 Replace it with a refurbished capsule;
  - 12.2 Where the customer wishes not to have a refurbished microphone capsule, the damaged microphone capsule can be traded in against the cost of a new microphone capsule;
  - 12.3 Where a refurbished microphone capsule is unavailable, the damaged microphone capsule will be replaced with a new microphone capsule, at no additional cost to the customer.
13. Cirrus Research reserves the right to decline an instrument under the initial or extended warranty where:
  - 13.1 The product has continued to be used after the defect has been discovered;
  - 13.2 There is clear evidence of damage or misuse that is deemed to be more than minor accidental damage;
  - 13.3 The product has been modified or repaired by a party other than one authorised by Cirrus Research;
  - 13.4 The defect is deemed to have arisen as a result of use of the instrument in conjunction with products and/or materials not reasonably contemplated by Cirrus Research;
  - 13.5 No fault is found with the instrument.
14. The initial and extended warranty does not extend to products or materials not supplied by or manufactured by Cirrus Research. Consumable items, including dry-cell and alkaline batteries are not covered by the initial or extended warranty.
15. Where re-chargeable batteries are used as an integral part of an instrument's design and it is shipped with the batteries installed (for example, the doseBadge® noise dosimeter), the initial warranty and any earned extension applies, provided that the customer has used the correct charging instructions and followed the charging regime as stated in the user manual.