

# **IMPORTANT INSTALL INFORMATION**



When installing this product the supplied fitting instructions must be followed. If you are missing the fitting instructions in your delivery please contact our team on service@kudauk.ltd.uk prior to fitting.



We suggest that Loctite (or it's equivalent) is used on all fixings where required and that only the fixings provided as part of the fitting kit are used.



Do not use fixing points of this product to secure any other equipment other than the product and its associated brackets or fixings.



Any other equipment / paint work or other modifications installed or fitted permanently or temporarily to this product is done so entirely at the risk of the installer / operator.

For further guidance or installation assistance, please contact; Kuda UK LTD, Crowcroft Road, Nedging Tye, Ipswich, IP7 7HA, United Kingdom +44 (0) 1449 744174 or email service@kudauk.ltd.uk

## **WARRANTY INFORMATION**

The below is an extract of our standard terms and condiitons which can be found in full on our website www.kudauk.ltd.uk or a copy can be requested from sales@kudauk.ltd.uk

#### 14. Limitation of Liability

14.1 Subject to the provisions of Clauses 7, 8 and 12 the following provisions set out the entire financial liability of the Seller (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:

any breach of these Terms and Conditions or the Contract;

any use made (including but not limited to modifications) or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

14.2 All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

14.3 Nothing in these Terms and Conditions excludes or limits the liability of the Seller:

for death or personal injury caused by the Seller's negligence; for any matter which it would be illegal for the Seller to exclude or attempt to exclude its liability; or for fraud or fraudulent misrepresentation.

14.4 Subject to sub-Clauses 14.2 and 14.3:

the Seller's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract Price; and

the Seller shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

14.5 Unless otherwise stated, all products and services we provide are covered by our standard, 1 year return to base warranty. This warranty offers 2 options for rectification which are;

14.6 The product is removed from the vehicle by the customer, this is then collected by a carrier (arranged and paid for by Kuda UK LTD) to be returned to Kuda for inspection, repair or replacement. The rectified item is then sent back to the customer (paid for by Kuda UK LTD) for re-fitment.

14.7 The customer can bring the vehicle or item to Kuda UK LTD, Crowcroft Road, Ipswich, IP7 7HA for rectification while they wait (where possible). This should be booked prior to arrival to ensure availability of parts and services.

14.8 Our standard warranty (as noted above), does NOT cover the following additional costs which may be incurred;

Labour time to remove or re-install the product (unless the claim is directly related to a part which was fitted by Kuda UK's engineers).

Paint or Sign Writing Costs.

Bodywork repair.

Third party travel costs.

Vehicle Off Road (VOR) costs eg. Loss of work or earnings.

14.9 Additional warranty plans are available for some products and can be requested from our sales team.

14.10 Every care is put into supplying the best quality products and services to our customers, and we will always try to work with you should a failure occur to facilitate a warranty claim as quickly as possible.

### **DEFECTIVE GOODS**

#### 12. Defective Goods

12.1 If on delivery any of the Goods are defective in any material respect and either the Buyer lawfully refuses delivery of the defective Goods or, if they are signed for on delivery as "condition and contents unknown" the Buyer gives written notice of such defect to the Seller within 2 Business Day of such delivery, the Seller shall at its option:

replace (subject to availability) the defective Goods within 2 Business Days of receiving the Buyer's notice; or refund to the Buyer the price for those Goods (or parts thereof, as appropriate) which are defective;

but the Seller shall have no further liability to the Buyer in respect thereof and the Buyer may not reject the Goods if delivery is not refused or notice given by the Buyer as set out above.

12.2 No Goods may be returned to the Seller without the prior agreement in writing of the Seller. Subject thereto any Goods returned which the Seller is satisfied were supplied subject to defects of quality or condition which would not be apparent on inspection shall either be replaced free of charge or, at the Seller's sole discretion the Seller shall refund or credit to the Buyer the price of such defective Goods but the Seller shall have no further liability to the Buyer.

12.3 If the Buyer purchases any Goods within six months of the launch of such goods the Buyer shall have the right to return the Goods or any part of such order within 3 months of delivery, provided always that the Buyer exercising such right shall:

return such goods at his risk and cost; and

indemnify the Seller against any cost incurred by the Seller in rectifying any deterioration of the Goods caused by incorrect storage or use while in the Buyer's possession.

12.4 The Seller shall be under no liability in respect of any defect arising from fair wear and tear, or any wilful damage, negligence, subjection to normal conditions, failure to follow the Seller's instructions (whether given orally or in writing), misuse or alteration of the Goods without the Seller's prior approval, or any other act or omission on the part of the Buyer, its employees or agents or any third party.

12.5 Subject as expressly provided in these Terms and Conditions, and except where the Goods are sold under a consumer sale, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

12.6 Except in respect of death or personal injury caused by the Seller's negligence, or as expressly provided in these Terms and Conditions, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law or under statute, or under the express terms of the Contract, for any direct or consequential loss or damage sustained by the Buyer (including without limitation loss of profit or indirect or special loss), costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of the Seller, its servants or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer.

12.7 The Buyer shall be responsible for ensuring that, except to the extent that instructions as to the use or sale of the Goods are contained in the packaging or labelling of the Goods, any use or sale of the Goods by the Buyer is in compliance with all applicable statutory requirements and that handling and sale of the Goods by the Buyer is carried out in accordance with directions given by the Seller or any competent governmental or regulatory authority and the Buyer will indemnify the Seller against any liability loss or damage which the Seller might suffer as a result of the Buyer's failure to comply with this condition.