

Topcon Warranty Statement

This warranty statement ("Warranty Statement") sets out the terms and conditions upon which Topcon (Great Britain) Medical Ltd a company incorporated in England and registered under number 01522615 whose registered office is at Topcon House, Kennetside, Bone Lane, Newbury, Berkshire, RG14 5PX ("Topcon") agrees to provide a customer ("Customer") with a repair or replace service for purchased Topcon ophthalmic and optometric equipment and software ("Equipment") during the Warranty Period ("Topcon Warranty"). Unless otherwise agreed in writing, all Equipment will be covered by the Topcon Warranty for a period of 24 months from the date of delivery ("Warranty Period").

1. Warranty 1.1 Topcon warrants that, during the Warranty Period, the Equipment shall: 1.1.1 conform in all material respects with its description;

1.1.2 be free from material defects in design, material and workmanship; and

1.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).

1.2 Subject to clause 5 below, if the Customer gives notice to Topcon during the Warranty Period, promptly after discovery that the Equipment does not comply with the warranties set out in clause 1.1, Topcon shall, at its option provide the following goods and services ("Support Services"): 1.2.1 unlimited visits within the United Kingdom to repair the Equipment;

1.2.2 all necessary parts and accessories required to keep the Equipment operating;

1.2.3 all labour and travel costs incurred within the United Kingdom in having an appropriately qualified and authorised engineer rectify a defect in the Equipment situated within the United Kingdom;

1.2.4 unlimited remote support sessions to provide the Customer with remote diagnostics and rectify defects; and/ or

1.2.5 loan of Equipment, free of charge, to cover repairs that are not able to be completed on site or on the first visit, subject to availability.

1.3 All repairs to the Equipment will be undertaken by Topcon, or its authorised agent.

1.4 The Customer may purchase any of Topcon's additional support services but these will be subject to separate set of terms and conditions.

2. Support and Repair Times 2.1 Topcon shall endeavour to provide Support Services Monday to Friday from 9am to 5pm ("Support Hours"). If, at the Customer's request, Topcon provides Support Services outside of the Support Hours, then additional charges and expenses at Topcon's published rates shall apply which are available on request. The charges will include:-

2.1.1 a call-out charge at the prevailing rate plus VAT;

2.1.2 the first hour, or part thereof, will be subject to a minimum charge at the prevailing rate plus VAT;

2.1.3 time in excess of the first hour will be charged in 15 minute units at the prevailing rate plus VAT per 15 minute unit.

3. Replacement Parts 3.1 A part that is repaired or replaced under the Topcon Warranty shall continue to be covered under the Topcon Warranty for the remainder of the existing Warranty Period but no longer.

3.2 All exchanged parts removed from the Equipment under the Topcon Warranty will immediately become the property of Topcon.

4. Breakdown Callout Procedure 4.1 The Customer must at all times follow Topcon's (or the manufacturer's) manual or instructions relating to the use of the Equipment.

4.2 In the event of any defect in the Equipment, the Customer must first check the mains lead and fuses to the Equipment and check any issued instruction manual for troubleshooting hints.

4.3 If the Customer is unable to resolve the defect after following the steps outlined above, then the Customer must either telephone Topcon on phone 01635 551120, select option 2 and log a service call or send a request to servicemed@topcon.co.uk

4.4 The Customer must quote the model and serial number of the faulty Equipment to Topcon in all correspondence.

5. Exclusions 5.1 The Topcon Warranty does not include any service provided under any additional support service purchased by the Customer from Topcon or any planned maintenance visits from Topcon.

5.2 Topcon shall not be liable for the Equipment's failure to comply with the warranties set out in clause 1.1 if the defect in the Equipment arises due to:

5.2.1 cosmetic damage and general wear and tear;

5.2.2 damage caused by an act of nature, or attempted theft;

5.2.3 damage caused by an impact with other objects, dropping, falls, spilled liquids, or submersion in liquids;

5.2.4 damage caused by an accident, misuse, mishandling, misapplication, abuse, contamination or other external causes;

5.2.5 damage caused by an unauthorised repair, service or modification to the Equipment;

5.2.6 damage caused by the Customer's failure to follow Topcon's or the manufacturer's instructions;

5.2.7 damage caused by third party peripherals, interfacing, parts or other supplies not supplied by Topcon;

5.2.8 damage caused by a fault in any computer hardware not supplied by Topcon;

5.2.9 damage caused by improper site preparation or interruptions in utility services;

5.2.10 corruption of data caused by viruses or spyware / malware not introduced by Topcon; or

5.2.11 the failure of consumables e.g. ink cartridges.

5.3 If any of the above exclusions are in evidence, or if Topcon is requested to fault find and repair any third party supplied equipment, hardware or software, then Topcon reserves the right to invoice the work carried out at its current rates for labour, travel, parts and VAT which are available on request. The charges will include:-

5.3.1.1 a call-out charge at the prevailing rate plus VAT;

5.3.1.2 the first hour, or part thereof, will be subject to a minimum charge at the prevailing rate plus VAT;

5.3.1.3 time in excess of the first hour will be charged in 15 minute units at the prevailing rate plus VAT per 15 minute unit.

5.3.1.4 the cost of any spare or replacement parts required plus VAT.

5.4 If the Customer uses a third party to upgrade their imaging system during the Warranty Period, then Topcon shall not be obliged to provide any support or engineering resource free of charge to enable such upgrade to be properly completed.

5.5 The Customer must ensure that the Equipment is connected to the Internet at all times to enable Topcon or its agents to deliver remote support to it and Topcon shall not be in breach of this Warranty Statement if such connection is required to provide the Support Services but is not maintained.

6. Limitation of Liability 6.1 Topcon does not guarantee that the Equipment will operate entirely uninterrupted or error-free.

6.2 Topcon reserves the right to decide whether any defect in the Equipment or the Equipment itself is covered by the Topcon Warranty.

6.3 Other than as expressly provided for in this Warranty Statement, all warranties and representations are excluded to the fullest extent possible under law.

6.4 Topcon's only liability to the Customer if the Equipment fails to comply with the warranties set out in clause 1.1 is set out in clause 1.2.

6.5 Topcon shall not be liable for any downtime costs, loss of profits, loss of revenues or loss of goodwill, loss of data, loss of use or damage to any associated equipment or product, or any other indirect, incidental, special, or consequential loss or damages and in the event that Topcon is liable for any matter under these terms then the aggregate of such liability shall be limited to the price paid for the Equipment.

6.6 Notwithstanding any other term herein, nothing shall exclude or limit the liability of either party for personal injury caused by their negligence or for fraud.

6.7 The terms of this Warranty Statement shall apply to any repaired or replaced Equipment supplied by Topcon.

7. Data Protection 7.1 Topcon shall process the Customer's personal data in accordance with its Privacy Policy available at: <https://www.topcon-medical.co.uk/uk/pages/11-privacy-policy.html>

7.2 All telephone calls from the Customer to Topcon may be recorded to monitor and improve the quality of the service provided.