



PHAROS PRODUCT WARRANTY

Pharos Architectural Controls Limited (**Pharos**) warrants that its products (**Products**) will be free from defects in materials and workmanship for a period of five (5) years from the original date of purchase from Pharos (being the date of shipment, or, if later, the date of invoice) (**Warranty Period**) and that any repaired or replaced spare parts or Products will be free from defects in materials and workmanship until the end of the Warranty Period or 3 months from the date of shipment of the repaired or replaced spare part or Product (as the case may be), whichever is the later (**Warranty**).

The Warranty is subject to the terms, conditions and exclusions below.

In the event that warranty service is required, please contact Pharos's support team at support@pharoscontrols.com.

WARRANTY CONDITIONS

1. Pharos's obligations under the Warranty are limited to the repair of the defective part or, at its discretion, replacement of the product or the defective part with a new Product or part.
2. The Warranty is only valid where Pharos has received payment in full for the relevant Product (or the customer is and remains within credit terms agreed with Pharos in respect of the purchase) and the serial number has not been defaced.
3. The customer must notify Pharos within one week of any suspected defect and return the Product to Pharos's nominated service address and stating the RMA number in accordance with paragraph 4 below.
4. The Product will only be received under Warranty when it is returned with a recognised return merchandise authorisation (RMA) number that has been issued by Pharos.
5. Responsibility for shipping and customs and duties charges shall be allocated in accordance with "Responsibility for shipping/customs costs" below. Returns are made at the customer's risk and it is the customer's responsibility to ensure that the Product is insured and adequately packaged to avoid damage in transit. In case of an international shipment Pharos will instruct the customer with customs values and HS codes to use for the shipment.
6. Warranty repairs must be carried out by a nominated Pharos employee or Pharos approved agent or service technician. No reimbursement will be made for repairs carried out by non-Pharos personnel or dealers, and any unauthorised repairs will invalidate the Warranty.
7. A Product is not considered to be defective in materials or workmanship by reason that it requires adaptation to conform to national or local technical or safety standards in force in any country other than the one for which the product was originally designed or manufactured. The Warranty will not cover, and no reimbursement will be made for, such adaptation or any damage which may result.

EXCLUSIONS

1. The Warranty does not cover any of the following:
 - (a) any parts, materials or equipment not manufactured by Pharos, in respect of which the customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Pharos or the customer directly;
 - (b) maintenance and repair or replacement of parts due to normal wear and tear;
 - (c) costs relating to transport, removal or installation of the Products;
 - (d) damage arising because the customer failed to follow Pharos's oral or written instructions for the storage, commissioning, installation, use and maintenance of the Products or (if there are none) good trade practice regarding the same;
 - (e) damage caused by lightning, water, fire, acts of God, war, public disturbances, incorrect supply voltage, improper ventilation, use outside the stated normal operating temperature range, or any other cause beyond the control of Pharos.

2. Except as expressly provided above and save to the extent that such liability cannot be legally limited, Pharos shall have no liability to the customer in respect of a Product's failure to comply with the Warranty. Without prejudice to the generality of, and subject to, the foregoing:
 - (a) Pharos shall not be liable for damages for any loss of use, time, profits or income, or any damage to related equipment (including any third party equipment connected to a Product), materials or consumable parts;
 - (b) the following types of loss are wholly excluded: loss of profits, sales or business; loss of agreements or contracts; loss of anticipated savings; loss of use or corruption of software, data or information; loss of or damage to goodwill; and any indirect or consequential loss.
3. Except as expressly provided above, all warranties, conditions, or other terms implied by statute or common law are excluded to the fullest extent permitted by law.

GENERAL

1. The customer's statutory rights in any applicable national legislation arising from the purchase are not affected by the Warranty.
2. The above terms, conditions and exclusions shall apply to any repaired or replacement Products supplied by Pharos under the Warranty.
3. The Warranty is valid for any person who legally acquires possession of the relevant Product during the Warranty Period.

OUT OF WARRANTY REPAIRS

Pharos warrants that any repaired or replaced spare parts or Products provided to the customer out of Warranty will be free from defects in materials and workmanship for the period of 3 months from the date of shipment of the repaired or replaced spare part or Product (as the case may be) (**Repair Warranty Period**) (**Repair Warranty**).

The Repair Warranty is subject to the terms, conditions and exclusions set out above as if references to Warranty and Warranty Period were references to Repair Warranty and Repair Warranty Period, respectively.

Responsibility for shipping/customs costs

Shipping event	Customer to Pharos		Pharos to Customer	
Cost/risk type	shipping costs and risk	customs fees and duties	shipping costs and risk	customs fees and duties
Responsibility - in Warranty repairs	Customer	Pharos	Pharos	Customer
Responsibility - out of Warranty repairs	Customer	Pharos	Customer	Customer