



Fathom Systems Ltd. Document
FSQA0078
WARRANTY AGREEMENT

STANDARD TERMS AND CONDITIONS

1. Definitions

The following terms are used in this document and are defined below (note that terms that are capitalised in definitions may be defined *below* the first use of the term):

Goods – product(s), equipment, component(s), software or other material supplied under a Sales Order to a customer.

Carriage Costs – all costs incurred for packaging and shipping of Goods including any applicable import / export duties, taxes and charges and insurances.

Defect – a fault, failure, incorrect operation or defect found in Goods.

Exclusions – Defects that are not covered by the Warranty Agreement.

Goods Return Procedure – the process Users should follow when returning Goods to Fathom Systems for repair / service (whether under a Warranty Claim or not). This process is shown in a flowchart diagram document: *FSQA0079 Rev 01*.

Help Desk – online support portal operated by Fathom Systems for providing remote support to customers via a 'Ticket' system. A Ticket is a unique number assigned to each reported problem. The Help Desk is accessed via the Internet: <http://support.fathomsystems.co.uk/>

Misuse – conditions that Goods have been exposed to that are outside the specified Normal Operating Conditions, and that may be the cause of the Defect.

Normal Operating Conditions – the environmental, physical and electrical operating conditions that goods are subjected to in use as defined in the specification documents for the goods.

Owner – the person or organisation that owns the Goods. This may be the User.

Repair Period – the period of time taken to affect any repair to Goods by Fathom Systems. This will include time taken to procure any spare parts needed for the repair and will include the testing cycle for repaired Goods.

Replacement Policy – the right held by Fathom Systems to provide equivalent replacement Goods instead of repairing the original Goods under the terms of the Warranty Agreement. This replacement will be Goods of equivalent specification but may not be 'New for Old'.

Return Address – the full postal address and point of contact to where any Goods that have been repaired by Fathom Systems should be returned to. This can be a shipping agent or proxy.

RMA Form – a document completed by the User that is delivered with any returned Goods providing details of the reason for the Goods being returned.

RMA Number – Return Merchandise Authorisation number – a unique number assigned to the Goods being returned to Fathom Systems that allows tracking of the service / repair.

Sales Order – the document issued by Fathom Systems to the original purchaser of the Goods that defines the scope of supply / details of the Goods and specifies the applicable Warranty provision.

Special Warranty Terms & Conditions – features of the Warranty Agreement that are different to the Standard Warranty Agreement Terms & Conditions as specified in this document. These Special Warranty Terms & Conditions override / supersede any equivalent terms within the Standard Warranty Terms & Conditions. Special Warranty Terms & Conditions will be clearly stated on the Warranty Certificate or the Sales Order for the Goods.

Specification – a document that defines the performance specifications of the Goods and to which it is expected that non-defective goods will comply.

Standard Warranty Terms & Conditions – the terms and conditions specified in this document.

User – the person or organisation responsible for the use, maintenance and operation of the Goods and who/which is making the Warranty Claim. This may be the Owner of the Goods.

Warranty Agreement – the legally binding agreement whereby goods and services are warranted against Defects for the Warranty Term, and in accordance with the Standard Warranty Terms & Conditions and any applicable Special Warranty Terms & Conditions.

Warranty Certificate – a document issued by Fathom systems to the Warranty Holder that specifies the goods and/or services covered by the Warranty Agreement, the Warranty Term, the Warranty Start Date and any Special Warranty Terms & Conditions.

Warranty Claim – a claim made by the User requesting that Goods are repaired or replaced free of charge under the terms of the Warranty Agreement.

Warranty Claim Date – the date on which a Warranty Claim is made. This is the earliest date that the Defect is reported through the Help Desk Ticket system.

Warranty Expiry Date – the date at which the Warranty Term expires.

Warranty Holder – the person or organisation to whom/which the Warranty Certificate has been issued. This is normally the Owner who may be the original purchaser of the Goods.

Warranty Start Date – the date from which the Warranty Term is effective.

Warranty Term – the period of time that the Warranty Agreement is effective for. The standard Warranty Term is 6 months unless explicitly stated differently on the Warranty Certificate and/or Sales Order.

Wear and Tear – damage that naturally and inevitably occurs as a result of normal wear or aging when Goods are used in Normal Operating Conditions.

2. Overview of Support and Warranty

Fathom Systems takes pride in its products and expects that when used in accordance with the specified normal operating conditions, products, equipment and systems should provide long and reliable service.

If you are the User of Fathom equipment and experience problems, failures or faults we will endeavour to help you solve these issues promptly, and hopefully this can be achieved without the need to return the equipment to Fathom for repair.

To facilitate the best possible support to our customers of our products and equipment in the field, we offer a Help Desk service via the Internet that allows Users to raise a support Ticket. Our qualified and experienced Help Desk personnel will respond to this Ticket via the online portal and will guide you through a process to identify the problem and hopefully rectify this remotely. To access the Help Desk use an Internet browser and go to <http://support.fathomsystems.co.uk/>

If a remote repair or fix cannot be carried out remotely, it may be necessary to return the product or equipment to Fathom Systems for repair. If the problem occurs within the Warranty Term period and is as a result of a Defect that is covered under the Warranty Terms and Conditions, the repair will be carried out free of charge.

If outside the Warranty Term, the inspection, assessment and repair work will need to be paid for by the User.

In all cases (whether it is a Warranty repair or not), the Carriage Costs to and from Fathom Systems are paid by the User.

In order to provide clarity of this process, we have a flowchart diagram that illustrates what happens and what you need to do under the Goods Return Procedure. This document number is *FSQA0079 Rev 01* and is available on our website.

For certain Goods there may be a Warranty provision that is governed by Special Warranty Terms & Conditions. In this case, the Special Warranty Terms & Conditions will be specified on the Warranty Certificate or the original Sales Order for the Goods. These Special Warranty Terms & Conditions override / supersede any equivalent terms within the Standard Warranty Terms & Conditions detailed in this document.

3. Standard Warranty Conditions

The following Conditions are written to provide a clear statement of what is covered and what is not. It is important that Users, Owners and Warranty Holders understand their rights under the Warranty Agreement, and for that reason we have tried to use unambiguous and simple language:

- a) Goods are warranted for the duration of the Warranty Term to be free from Defects caused by faulty or poor manufacturing processes, defective material, defective or poor quality workmanship, inadequate design such that Specifications are not met.
- b) If the Goods do not operate as expected and as defined in their Specification, this should be reported as a Defect by creating a Ticket on the Fathom Systems Help Desk in the first instance.

- c) The Warranty Claim Date is the date that the Defect is first reported via the Help Desk (the Ticket creation date).
- d) The Warranty Term starts on the Warranty Start Date and continues until the Warranty Expiry Date. For a Warranty Claim to be considered, the Warranty Claim Date must be between the Warranty Start Date and the Warranty Expiry Date.
- e) In order for a Warranty Claim to be considered, the process defined in the Goods Return Procedure must be followed, and the required information must be provided by the User. Any required information that is missing and that is needed for us to process a Warranty Claim will delay the process until the missing information is provided by the User. To assist the User in providing this information, a document called the RMA Form is available from our website that must be completed by the User.
- f) It is important that we understand the relationship between the User who is returning the Goods and the Warranty Holder. In some cases, the User is the Warranty Holder but where the User was not the original purchaser of the Goods it is likely that the Warranty Agreement (and associated Warranty Certificate) was issued to this third-party who will be the Warranty Holder. This is no problem, but we will need you (the User) to provide details of the Warranty Certificate number or alternatively the original Purchase Order or Sales Order for the Goods. You may need to contact the Warranty Holder to request this information. If you can't manage to find out this information we will try to help via the Help Desk Ticket.
- g) The Warranty Agreement requires that Goods subject to a Warranty Claim are returned to Fathom Systems at the User's cost, and that Goods are properly packaged and protected to ensure that there is no damage caused by handling during shipping – together with a hard-copy of the completed RMA Form. If you are in any doubt about the best method of packaging the Goods you should request guidance via the Help Desk Ticket.
- h) Goods must be returned to the following address:

**Fathom Systems Ltd.,
Goods Inward Department,
Badentoy Crescent,
Badentoy Park,
Portlethen,
Aberdeenshire UK
AB12 4YD**
- i) The Warranty Agreement only covers Defects that are attributable to faulty or poor manufacturing processes, defective material, defective or poor quality workmanship, inadequate design such that Specifications are not met, and Excludes any Defects caused by:
 - i. Wear and Tear;
 - ii. Operation outside Normal Operating Conditions;
 - iii. Water / particle ingress beyond the IP rating of the Goods;
 - iv. Incorrect or inadequate maintenance;
 - v. Operator misuse.

- j) If you know that the Goods are not under Warranty (normally because the Warranty Term has expired or you are aware that the Defect is a result of operation of Goods under conditions that are Excluded from the Warranty provision), the Goods Return Procedure should be followed but all repair / replacement costs will be charged to the User.
- k) When returning Goods to Fathom Systems for repair / service that are not subject to a Warranty Claim, there is a standard fixed charge of £100 that is made to cover the cost of the initial inspection and assessment of the Goods. A Purchase Order must be provided by the User to Fathom Systems to cover this charge prior to returning the Goods. This sum is not refundable regardless of the outcome of the inspection and assessment.
- l) For Goods being returned under a valid Warranty Claim, there will be no fixed inspection and assessment charge. We do however require that a Purchase Order with Zero Value is issued by the User to Fathom Systems for all Warranty Claims, as this allows us to process the claim and track the Goods through the repair process. Provided that the Warranty Claim is valid and accepted, there will be no charge made against the Purchase Order.
- m) If Goods are returned under a Warranty Claim but it is found that the Claim is invalid (i.e. not accepted by Fathom Systems) we will advise you of this via the Help Desk ticket. We will also provide reason(s) for refusing the Warranty Claim together with evidence as appropriate. In this case, the subsequent repair / service of the Goods will be charged in accordance with the Goods Return Procedure for Goods not under Warranty. The standard fixed charge of £100 for the initial inspection and assessment will be added to any repair / service charges.
- n) On receipt of returned Goods, Fathom Systems engineers will make an assessment of the Goods by referring to the Defect reported on the RMA Form and the history that was entered on the Help Desk Ticket. We may need to contact you to request further information if for example the Defect cannot be identified. If this is required we will do so via the Help Desk Ticket.
- o) After the assessment of the Goods has been made we will know the course of action to be taken. For valid Warranty Claims, the Goods will be repaired free of charge by Fathom Systems to a serviceable condition. We may choose to replace all or part of the returned equipment in order to affect the repair, and this replacement will be with equivalent functional parts / components.
- p) For non-warranty repairs, we will provide the User with a formal Quotation for the repair / replacement / service work required via the Help Desk Ticket. The repair work will only proceed when we have received your instructions to do so together with a Purchase Order to cover the full amount of the Quotation.
- q) We will endeavour to keep the Repair Period duration as short as possible. There may however be delays caused by the availability of spare parts, and in all cases we will keep the User informed of progress and expected return date via the Help Desk Ticket.
- r) After the repair is completed and the Goods have been fully tested and confirmed to be functioning correctly, the Goods will be returned to the User. The address that the Goods will be returned will have been stipulated by the User on the RMA Form – including a point of contact name / department.
- s) All Carriage Costs for the return of the Goods will be charged to the User. This will normally be under the Purchase Order raised at the beginning of the Returns

Procedure. Fathom Systems will provide details of these costs prior to returning the Goods and will require your approval via the Help Desk Ticket.

- t) After the Goods subject to a valid Warranty Claim are repaired, an extension to the Warranty Term will be provided that extends the Warranty Term to a Warranty Expiry Date that is 6 months from the date of return of the Goods to the User. If this Warranty Expiry Date is within the original Warranty Term period, the original Warranty Term will prevail.
- u) In certain cases for non-warranty Goods it may be that the Goods are beyond economical repair and need to be scrapped or re-cycled. Fathom Systems can perform the scrapping / re-cycling function under the terms of the Waste Electrical and Electronic Equipment Directive (WEEE – European Community Directive 2012/19/EU). There may be an additional charge for this service which will be identified via the Help Desk Ticket.

4. Legal Basis of Warranty

The law of Scotland shall govern any dispute regarding the Warranty Agreement and the parties submit to the jurisdiction of the Court of Session, Edinburgh, Scotland and the Sheriff Court, Aberdeen, Scotland.

In all situations other than those relating to the Warranty terms and conditions expressly stipulated within this document, the original Fathom Systems Terms and Conditions of Sale for the Goods will apply.

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