MSA Latchways® Product Warranty

Product Warranty (Latchways® Sealed SRL)

Thank you for purchasing this product from the Latchways range of fall protection devices. Should you need to use our warranty service on this product, we refer you to the terms and conditions set out below.

Standard Conditions

Latchways warrants this product to be in good working order during the warranty period. In the event that the product is found to be defective within the warranty period, a repair service will be provided free of charge by returning the product to Latchways, in accordance with the details set out below.

Customers are encouraged to submit a warranty registration on the Latchways website http://warranty.latchways.com, detailing (a) the purchaser’s name and contact details, (b) the retailer’s name and address, (c) the model name and serial number and (d) the date of purchase of the product (“Warranty Registration”).

Latchways warrants this product to be in good working order during the warranty period. In the event that the product is found to be defective within the warranty period, Latchways, at its sole discretion, may either i) repair the product; or ii) replace the product with a comparable product which may be new or remanufactured; or iii) refund the amount paid for the product, less a reasonable allowance for usage, upon its return. Any repair service will be provided free of charge at the authorised service centre in the country in which the product was purchased.

1. Warranty Period

This limited warranty is valid for two years from the date of purchase by the customer. In the event the date of purchase by the customer cannot be established by a valid Warranty Registration or other evidence reasonably acceptable to Latchways, the warranty will run from the date of manufacture of the product.

2. To Obtain Warranty Service

Warranty service is available in the authorised Latchways service centres addresses of which are available from the Latchways website or by returning the defective product to Latchways, marked for the attention of the Service Manager at Hopton Park, Devizes, Wiltshire SN10 2JP, UK. Any costs of secure transportation of the product to and from the service centre or Latchways will be borne by the customer. If the product was brought into a country which does not accept the Latchways warranty card, the product must be returned to the country where it was purchased in order for it to benefit from the warranty.

Limitations

Latchways does not warrant the following:
- Periodic check-ups, maintenance and repair or replacement parts due to normal wear and tear
- Failure to carry out periodic examinations as required by the product user instruction manual
- Defects caused by modifications carried out without Latchways approval
- Costs incurred by Latchways in making any adaptations or modifications of a product necessary for country specific technical or safety standards or specifications, or any other costs to adjust the product as result of any specifications which have changed since the delivery of the product
- Damage resulting from the fact that a product is not conforming to country specific standards or specifications in another country than the country of purchase

Warranty repair service is excluded if damage or defects have been caused by:
- defects resulting from fair wear and tear, misuse, neglect or failure to carry out the inspection/certification procedure recommended by Latchways;
- defects in goods which have been modified by someone other than Latchways;
- defects in goods on which the identification numbers or marks have been altered or removed;
- defects in goods resulting from the use of a part or attachment or equipment fitted by someone other than Latchways;
- Where, without the prior approval in writing of Latchways, the goods contain components not listed on the Latchways price list.
- If the total price of the goods was not paid by the due date of payment;
- Where the provisions and requirements of the latest product/goods Manual, technical and installation data sheets have not been complied with;
- The surface to which the goods are to be fixed. The customer shall ensure that all surfaces are suitable and that full account has been taken of all design considerations, including but not limited to, wind loads;
- Corrosion or other effects arising from elements within the area in which the goods are installed arising from entrapment of pollutant, arising from abnormal atmospheric pollution or contact with aggressive fumes or chemicals;
Direct or indirect contact with corrosive material;
- Exposure to continuous temperatures, howsoever caused, greater than 60°C or less than –25°C;
- Exposure to abnormal winds, ie those at or in excess of Force 12 on the Beaufort Scale;
- Fires, lightening, flood, explosion, abnormal winds, earthquake, acts of war, civil commotions, radiation, falling objects, vandalism and other extraneous causes;
- Consumable items such as pulleys, brackets, extension wires, tether lines, attachment brackets, rescue poles and anything else designated as such in the Latchways manuals, technical or installation instructions, proposal or quotation as not being within Latchways control shall be at the sole risk of the customer upon delivery to the customer;
- Variation in colour, discolouration or degradation as a result of UV exposure to any goods or attachments. The customer must request advice from Latchways if goods are to be installed in a severe hot climate as defined by the EOTA Technical Report TR010 (May 2004)

3. Statutory Rights

This warranty does not affect the customer’s statutory rights under applicable national legislation in force, nor the customer’s rights against the retailer arising from the sales/purchase contract. In the absence of applicable national legislation, this warranty will be the customer’s sole and exclusive remedy, and neither Latchways nor its subsidiaries shall be liable for any incidental or consequential damage for breach of any expressed or implied warranty for this product.