

Carry-In Warranty

The following Warranty is conditional that the relevant Microcare product has been installed by an approved Microcare Installer, the required paperwork has been submitted to Microcare and that the Client is in receipt of our acknowledgement of this. Our products are innovative pieces of equipment and incorrect installation has been the overriding cause of failure in the past. No exception to this condition will be considered.

Microcare warrants its full range of products against defects in workmanship and materials, fair wear and tear accepted, for a period of 3 (three) years from the date of collection for all equipment and is based on a carry-in basis. Where the installation of the product makes it impractical to carry-in to our workshops, Microcare reserves the right to charge for travel time and kilometres travelled to and from the site where the product is installed.

During this warranty period, Microcare will, at its own discretion, repair or replace the defective product free of charge. This warranty will be considered void if the unit has suffered any physical damage or alteration, either internally or externally, and does not cover damages arising from improper use such as, but not exclusive to:

- Reverse of battery polarity.
- Inadequate or incorrect connection of the product and/or of its accessories.
- Mechanical shock or deformation.
- Contact with liquid or oxidation by condensation.
- Use in an inappropriate environment (dust, corrosive vapour, humidity, high temperature, biological infestation)
- Breakage or damage due to lightning, surges, spikes or other electrical events.
- Connection terminals and screws destroyed or other damage such as overheating due to insufficient tightening of terminals.
- When considering any electronic breakage except due to lightning, reverse polarity, over-voltage, etc. the state of the internal control circuitry determines the warranty.

This warranty will not apply where the product has been misused, neglected, improperly installed, or repaired by anyone else than Microcare. In order to qualify for the warranty, the product must not be disassembled or modified. Repair or replacement are our sole remedies and Microcare shall not be liable for damages, whether direct, incidental, special, or consequential, even caused by negligence or fault. Microcare owns all parts removed from repaired products. Microcare uses new or re-conditioned parts made by various manufacturers in performing warranty repairs and building replacement products. Microcare repairs or replaces a part of a product; its warranty term is not extended. Removal of serial numbers may void the warranty.

All remedies and the measure for damages are limited to the above. Microcare shall in no event be liable for consequential, incidental, contingent or special damages, even if having been advised of the probability of such damages. Any and all other warranties expressed or implied arising by law, course of dealing, course of performance, usage of trade or otherwise, including but not limited to implied warranties of merchantability and fitness for a particular purpose, are limited in duration to a period of 3 (three) years from the date of purchase.

Life Support Policy

As a general policy, Microcare does not recommend the use of any of its products in life support applications where failure or malfunction of the Microcare product can be reasonably expected to cause failure of the life support device or to significantly affect its safety or effectiveness. Microcare does not recommend the use of

any of its products in direct patient care. Microcare will not knowingly sell its products for use in such applications unless it receives in writing assurances satisfactory to Microcare that the risks of injury or damage have been minimised, the customer assumes all such risks, and the Liability of Microcare is adequately protected under the circumstances.

Caution

While all care is taken by us to dispatch goods with adequate packaging, Microcare is not responsible for any damaged caused to products after they have left our premises. Semi-sealed batteries have to be transported upright and must not be put on their side. Please ensure that your transport company or delivery team is aware of the sensitivity of the products they are collecting.

Goods return policy

The following terms apply to returns of items purchased from Microcare, and we require the following information:

1. Details of the item(s) you would like to return.
2. Our invoice number.
3. The reason for the return.
4. Microcare must be notified within 7 days of your intention to return the goods which were purchased.
5. All items returned will be inspected prior to refund. If our technicians are not immediately available, the goods will have to be left with us until such time as a technician is available to check the items.
6. Proof of purchase is required for all returns.
7. The price paid by the customer is the price on which the refund is based.
8. Items purchased can be returned for a refund, replacement or exchange, provided proof of purchase is provided and subject to all other conditions as set down here.
9. All returns may be subject to an administration and handling fee of 10% of purchase price plus VAT.
10. Returns are based on a carry-in basis.
11. Returns will be refused in the following circumstances:
 - a. Where an item has been tampered with, altered or damaged in any way, or
 - b. Where a return is deemed unreasonable, this will be referred to management.

Severability

If a part of the terms and conditions set out above is held invalid, void, or unenforceable due to any particular national or international legislation, it shall not affect other parts of the terms and conditions remaining.