LIFETIME WARRANTY

Subject to the following Terms and Conditions, we (All Checked Hosting Limited) agree to provide you (the customer) with a "Lifetime Warranty" as defined below.

1. Interpretation

- 1.1 "Lifetime Warranty" means the offer to provide free repair and replacement services for Home Improvements registered by you and approved by us.
- 1.2 "Registration Date" means the date on which your Lifetime Warranty application is approved by us.
- 1.3 "Activation Date' means the earliest date you can activate your Lifetime Warranty.
- 1.4 "Service Period" means any period after the Lifetime Warranty takes effect.

2. Commencement and Duration

- 2.1 These Terms and Conditions shall take effect on the Registration Date.
- 2.2 These Terms and Conditions shall continue until Cancellation.

3. Activation

- 3.1 Each Lifetime Warranty will come into effect at 00.01 am, 28 days after Activation.
- 3.2 The Activation Date will be 10 years from the Registration Date.
- 3.3 The Lifetime Warranty must be activated by you on or no more than 28 days after the Activation Date to take effect.
- 3.4 You can activate the Lifetime Warranty using the <u>Activate</u> link on the Lifetime Warranty Dashboard at lifetimewarranty.uk.

4. Lifetime Warranty Cover

Subject to conditions 5 and 6, if any part of or all of the Home Improvement product(s) fail during the Service Period due to defects in the original manufacture, we will repair or replace the defective components free of charge.

5. Lifetime Warranty Exclusions

- Fair wear and tear. Degradation of the quality of the product(s), as would be expected over time.
- Accidental damage. Unintentional and unexpected physical damage to the product(s), or impairment to functionality caused by wind, storms, adverse weather, lightning, corrosion, people, animals, or accidents.
- **Negligence**. Failure to clean, service and maintain, in line with industry-recommended guidelines, the product(s) covered and any part of your property that may directly or indirectly affect the product(s) covered.
- **Criminal Acts.** Damage caused by break-ins, theft, vandalism or criminal damage.
- Prior Faults. Faults that occurred prior to the commencement of the Service Period.
- **Consumables.** Any consumable items (e.g. batteries, brushes, bulbs, filters etc.).
- **Appliances.** Any gas, oil or electrical appliances.
- **Utilities**. Any electrical work, gas or oil work, plumbing or drainage.

6. Claim Limits

6.1 Our maximum financial liability shall not exceed £5000 (inclusive of all applicable taxes) for each claim concerning work undertaken by a contractor who is a Member of the Lifetime Warranty Network at the time a claim is processed.

6.2 Our maximum financial liability shall not exceed £1000 (inclusive of all applicable taxes) for each claim concerning work undertaken by a contractor who is not a Member of the Lifetime Warranty Network at the time a claim is processed.

7. Lifetime Warranty Claims

- 7.1 If you wish to make a claim, you can do so using the <u>Claim</u> form on the Lifetime Warranty Dashboard.
- 7.2 We reserve the right to charge an assessment fee for each and every claim you make.

8. Full Disclosure

We reserve the right to arrange an independent inspection of the Home Improvements or any documentation provided by your contractor at any time. If an inspection is required, you will be notified, where possible, either by telephone or email, and a message will appear on the Lifetime Warranty Dashboard. If an inspection is required, the cost will be borne equally between you and us.

9. Cancellation

- 9.1 You may reject this Lifetime Warranty offer at any time. Any notice of cancellation must be made by electronic mail to cancellations@lifetimewarranty.uk.
- 9.2 This Lifetime Warranty offer will be cancelled with immediate effect if you: (i) fail to pay any charges we levy in connection with this Lifetime Warranty, or; (ii) refuse, impede or fail to comply with any inspection request made by us.

10. Liability

- 10.1 This condition sets out our entire financial liability to you in respect of:
- a) any breach of this Lifetime Warranty offer;
- b) any use you make of any of the services supplied under a Lifetime Warranty;
- c) any representation, statement, or tortuous act or omission arising under or in connection with this Lifetime Warranty offer.
- 10.2 Our entire financial liability to you in respect of condition 10.1 shall not exceed £5000.
- 10.3 Subject to condition 10.4, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Lifetime Warranty offer.
- 10.4 Nothing in this Lifetime Warranty offer shall affect your statutory rights.

11. General

- 11.1 You acknowledge and agree that, by accepting these Terms and Conditions, you do not rely on any undertaking, assurance, promise, statement, representation, warranty or understanding relating to these Terms and Conditions other than as expressly set out in these Terms and Conditions.
- 11.2 If any provision (or part of a provision) of these Terms and Conditions is found by any court to be invalid, unenforceable or illegal, the other provisions will remain in force.
- 11.3 No variation of these Terms and Conditions shall be valid unless provided by us in writing.
- 11.4 These Terms and Conditions and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and Wales
- 11.5 This Lifetime Warranty offer is not transferable.