

Warranty Statement

1. WHAT IS COVERED BY THIS DEFECTS WARRANTY POLICY

Omos warrants that new products purchased either from Omos direct or through authorised distributors, which are still in the possession of the initial purchaser, will be free from defects for the warranty period, subject to the terms of this Policy.

A product may be defective if Omos finds that it is non-conforming in material or workmanship and if the non-conformance materially impairs the performance of the product having regard to the purpose for which it was designed and the limitations stated below.

Omos will, in its unfettered discretion, either repair or replace the product.

2. WARRANTY PERIOD

The following warranty periods apply to Omos products and commence on the date when the product is supplied:

PRODUCTS

Standard Products (per technical data sheets)
Standard Extra Long Life Products
Special Bespoke Products

APPLICABLE WARRANTY PERIOD

Three (3) Years
Ten (10) Years
One (1) Year

Service parts used in repairs pursuant to this Defects Warranty Policy carry the remaining balance of the repaired product or one (1) year, whichever is greater.

3. HOW TO CLAIM UNDER THIS DEFECTS WARRANTY POLICY

Please send written notice of the defective product including the date of purchase, product details and the nature of any defect to Omos Limited, 1-3 Military Road Industrial Park, Naas, Co. Kildare, W91 TX28, Ireland.

4. LIMITATIONS

This warranty will not cover products that:

- include customer-specified materials or finishes that are not part of Omos' standard product range at the time of manufacture;
- are not installed and maintained as recommended in Omos' written installation and maintenance guidelines;
- have not been used in accordance with any applicable usage guidelines;
- have been misused or usage is in excess of normal wear and tear;
- have been damaged for example as a result of collision, theft or vandalism; and/or
- are manufactured by a third-party supplier and then resold by Omos without incorporating any Omos manufactured product into the third party product.

Finishes on Omos products are updated periodically to respond to the demands and changing preferences of our customers. As a result we may discontinue some finishes before expiration of the Applicable Warranty Period and do not guarantee that any replacement product or part will be identical to, or match the finish of, the original.

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5. IRISH CONSUMER LAW

Omos goods come with guarantees that cannot be excluded under Irish Consumer Law. Under Irish Consumer Law you may be entitled to:

- a replacement or refund for a major failure and compensation for any loss and other reasonably foreseeable loss or damage; or
- have the goods repaired or replaced if they fail to be of acceptable quality and the failure does not amount to a major failure.

This Defects Warranty Policy gives benefits that are in addition to other rights and remedies under laws which may apply to the goods.

6. OTHER CONDITIONS

CONSEQUENTIAL DAMAGE

Omos will not be liable for any claimed loss or damages to ground coverings, walls, foundations, fixtures or any other consequential loss due to any defective product.

NOT COVERED

The warranty does not cover product assembly or disassembly charges, visits or calls by specialised technicians, costs incurred by the customer to remove or reinstall products or costs associated with the unavailability of the product. The cost of transport associated with the collection and return of products requiring repair.

NATURAL MATERIALS

Any imperfections in finishes or in natural materials used should not be considered as faults but a typical characteristic of these crafted products.

TIMBER COATINGS

Timber coatings are not covered under warranty.

QUALIFICATION

In the case of products requiring only minor rectification under warranty, Omos reserves the right to supply on a “parts only” basis to the customer where appropriate. List of “Standard Products” covered by this warranty statement:

Category	Product Name
Benches	s06, s19, s22, s30.2, s32, s56, s64, s66, s83, s96, t3, v32, v36, v49, v55, v56
Seats	s31, s59.2, s83, s96, t3, v32, v49, v55, v56, v62
Chairs	s59.2, v32, v56
Stools	v55, v56
Picnic Sets	s22, s59.2, s89, s96, v47
Sun Loungers	v56
Litter Bins	s11.3, s16.2, s45, s50, s53, s72, v33
Ashtrays	s24.2
Bollards	s23, s26, s87
Cycle Stands	s36, s37, s69, s71
Cycle Shelters	s04
Tree Grilles	cit LC, s65, v63