

# Equipment Warranty Terms and Conditions

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**Product:** Tiny Air Surgical Automated Pre-Clean Machine

**Issued by:** Tiny Air Limited

**Effective date:** December 2025

**Version:** 1.1



## 1. Introduction

These Equipment Warranty Terms and Conditions ("Warranty") set out the warranty provided by Tiny Air Limited ("Tiny Air", "we", "us") to the purchaser or authorised end-user ("Customer", "you") of a new Tiny Air Surgical Automated Pre-Clean Machine ("Equipment" or "Machine").

The Equipment is a CE-marked Class I medical device intended for automated pre-cleaning of surgical instruments in Sterile Services departments or at point of use (e.g. operating theatres), prior to processing through a washer disinfectant, in accordance with the applicable Instructions for Use (IFU) supplied with the Equipment.

This Warranty applies to Equipment supplied new by Tiny Air Limited following delivery and commissioning. It operates alongside, and does not replace, your statutory rights under applicable UK law. Where Equipment is supplied under a separate written contract (including purchase order, lease, rental, or service agreement), that contract prevails to the extent of any inconsistency with this Warranty.

## 2. Definitions

- **"Commissioning"** means completion of installation, configuration, and handover of the Equipment at the Customer site, as confirmed by Tiny Air or its authorised representative.
- **"Competent Person"** means a person who has completed appropriate Tiny Air training for the relevant operation, maintenance, validation, or engineering task.
- **"Equipment Failure"** means any failure, fault, defect, malfunction, or breakdown in the Equipment or factory-supplied component that prevents or materially impairs the Machine's safe or normal operation for its intended pre-cleaning function when operated in accordance with the IFU and this Warranty, excluding failures caused by Excluded Causes (Section 6).
- **"Misuse"** means use, operation, maintenance, modification, relocation, or storage of the Equipment contrary to the IFU, installation specification, validation requirements, or applicable law, including use for instruments or applications outside the stated intended purpose.
- **"On-site Repair"** means attendance at the Equipment location to diagnose and remedy an Equipment Failure, including labour and call-out travel within the United Kingdom, subject to access and site safety requirements.

- **"Scheduled Maintenance and Validation"** means planned preventative maintenance, performance validation, annual service, PPM, and periodic checks as described in the IFU, Weekly / 3 Monthly Validation PPM Checklist, and applicable validation protocol, whether performed by the Customer or Tiny Air.
- **"Wash Cycle"** means one completed pre-cleaning cycle initiated via the Equipment touchscreen and recorded by the Machine cycle counter (approximately two minutes per standard DIN basket cycle unless otherwise configured).
- **"Warranty Period"** means the period during which this Warranty remains in force, as determined under Section 4.

### 3. Scope of Equipment Covered

This Warranty covers:

- New Tiny Air automated pre-clean machines supplied by Tiny Air Limited.
- The main Machine assembly, factory-installed components, and standard accessories supplied with the unit at delivery.

This Warranty does not cover:

- Third-party baskets, trays, lids, or accessories not supplied by Tiny Air unless expressly agreed in writing.
- Site infrastructure (electrical supply, plumbing, drainage, ventilation, or building works) except where a defect in factory-supplied connection components is proven.
- Equipment where software or safety labels have been altered or tampered with.

### 4. Warranty Period

The Warranty Period commences on the date of Commissioning, or if Commissioning is delayed solely due to Customer site readiness, on the date of delivery—whichever Tiny Air records as the warranty start date on the formal quote or delivery documentation.

The Warranty Period ends on the **earlier** of:

1. **twelve (12) calendar months** from the warranty start date; or
2. **twenty thousand (20,000) Wash Cycles** recorded on the Equipment cycle counter.

Once either limit is reached, this Warranty expires in full unless extended under a paid Gold, Silver, Bronze, or fully inclusive rental/lease service agreement with Tiny Air.

**Gold Service Package:** Where an active Gold Service Package is in place, cycle limits for inclusive service and validation are unlimited for the duration of that contract; this does not automatically extend the free-of-charge manufacturer Warranty Period unless expressly agreed in writing.

**Silver and Bronze Service Packages:** Where applicable, inclusive service and validation under those packages is limited to up to 20,000 cycles per 12-month contract period unless otherwise stated on your order.

### 5. Warranty Cover — What Is Included

During the Warranty Period, Tiny Air warrants that the Equipment will be free from Equipment Failure arising from defects in materials or workmanship under normal use in accordance with the IFU.

Subject to Customer compliance with Sections 7 and 8, Tiny Air will provide:

- **Fully inclusive on-site repair** for confirmed Equipment Failures, including labour, parts, and call-out charges within the United Kingdom arising directly from the failure.
- **Remote diagnostics and support** where appropriate to assess reported faults before or instead of attendance.
- Repair or replacement (at Tiny Air's reasonable discretion) of defective components necessary to restore the Equipment to working order for its intended pre-cleaning function.

All warranty repairs will be performed by Tiny Air or personnel authorised by Tiny Air. Repairs do not reset the Warranty Period or cycle limit unless expressly agreed in writing.

## 6. Exclusions — What Is Not Covered

This Warranty does not cover repair, replacement, call-out, labour, or parts where failure or damage is caused by:

- **Misuse** of the Equipment, including but not limited to:
  - Processing instruments not suitable for pre-cleaning per manufacturer IFUs;
  - Processing ophthalmic or other delicate devices excluded in the IFU;
  - Failure to use a basket lid or appropriate containment for small instruments;
  - Manual forcing of doors contrary to IFU guidance (except emergency procedures described in the IFU);
  - Operation when the system state is not "System Healthy";
  - Carriage handling by persons with pacemakers or ICDs contrary to IFU warnings;
  - Unauthorized engineering access, software changes, or bypass of safety interlocks;
  - Use outside specified electrical, water supply, pressure, temperature, or drainage requirements.
- **Failure to perform Scheduled Maintenance and Validation**, including daily auto-disinfection, drain filter cleaning, strainer maintenance, drip tray cleaning, and weekly / 3-monthly validation PPM as per the supplied checklist.
- **Scheduled Maintenance and Validation services** themselves (including annual validation and 12-month service/PPM), whether performed under pay-as-you-go or absent a service contract—unless included in an active paid service or rental agreement with Tiny Air.
- **Consumables and routine wear items** not constituting an Equipment Failure (e.g. filters subject to normal replacement intervals, unless defective on arrival).
- **Accident, negligence, abuse, vandalism, fire, flood, power surge, water quality issues, or environmental conditions** outside specification (including scaling from excessively hard water where potable supply requirements are not met).
- **Relocation, reinstallation, or modification** not performed or approved by Tiny Air.
- **Use of non-genuine or unapproved parts** or repairs by third parties without Tiny Air prior written consent.
- **Normal cosmetic wear** that does not affect function or safety.
- **Indirect or consequential loss** (see Section 11).

Where the Customer operates without a Gold, Silver, or Bronze service contract, **service and validation remain mandatory every 20,000 Wash Cycles or twelve (12) months, whichever occurs first**. Failure to

maintain compliance may void warranty cover for failures attributable to inadequate maintenance or validation.

## 7. Customer Obligations

To maintain valid warranty cover, the Customer must:

1. Operate the Equipment strictly in accordance with the applicable IFU, Specification & Installation document, and any supplementary notices issued by Tiny Air.
2. Ensure only trained users operate the Equipment and that engineering/maintenance functions are performed only by a Competent Person.
3. Maintain suitable installation conditions: 16A 3-phase electrical supply as specified, potable water 2–6 bar, drainage with appropriate trap and fall, and accessible isolators.
4. Perform daily maintenance (auto-disinfection cycle, drain filter, strainers, drip trays) as described in the IFU.
5. Complete weekly and three-monthly validation PPM using the supplied checklist; CPD training for this schedule is provided on delivery and installation.
6. Report faults promptly with system state information from the touchscreen, serial number, and cycle count.
7. Allow reasonable access for warranty attendance during normal working hours and provide a safe working environment compliant with site rules.
8. Not relocate or alter the Equipment without Tiny Air approval.
9. In the event of water leak, fire, or smoke: follow IFU emergency procedures (isolate utilities, contact emergency services as required, then notify Tiny Air).

## 8. Warranty Claims Procedure

To make a warranty claim, contact Tiny Air as soon as reasonably practicable:

- **Email:** [info@tinyair.co.uk](mailto:info@tinyair.co.uk)
- **Telephone:** +44 (0)7799 300800 or +44 (0)1557 814476

Please provide:

- Customer organisation name and site address;
- Equipment Name (Found at the bottom of the touch screen);
- Date of Commissioning (if known);
- Current cycle count;
- Description of fault and system state message;
- Steps already taken (including e-stop reset, if applicable).

Tiny Air may request photographs, log extracts from the engineering interface, or remote diagnostic access. Tiny Air will assess whether the claim falls within warranty cover and schedule On-site Repair as reasonably required. Response times for warranty attendance are subject to availability unless a separate service level agreement applies (e.g. Gold 24-hour or Silver/Bronze 48-hour call-out targets under paid service packages).

If a claim is denied, Tiny Air will provide the Customer with a summary of the reason for rejection upon request.

## 9. Relationship to Service, Rental, and Training

- **Standard purchase warranty** (this document) is distinct from optional paid service packages (Gold, Silver, Bronze, or pay-as-you-go) described on the Tiny Air pricing and sales documentation.
- **Fully inclusive rental/lease** arrangements may include machine rental plus service, repair, and validation; those terms are set out in the relevant lease agreement and supersede this Warranty for covered services during the lease term.
- **Annual service contracts** offered at the twelve-month point activate per the commercial terms agreed at purchase; commencement of a service contract does not retrospectively include scheduled validation within the free Warranty Period unless stated on your quote.
- **Training** on delivery and installation includes CPD training for weekly and three-monthly validation; ongoing training is the Customer's responsibility for new staff.

## 10. Remedies and Sole Obligation

If a valid warranty claim is accepted, Tiny Air's sole obligation is to repair or replace the defective part(s) or Equipment necessary to remedy the Equipment Failure. If Tiny Air determines that repair is not commercially reasonable, Tiny Air may offer a credit or replacement unit at its discretion subject to agreement with the Customer.

The Customer must not instruct third-party repair of warrantable defects without Tiny Air consent; doing so may void remaining warranty cover for related components.

## 11. Limitation of Liability

Except where liability cannot be excluded by law (including death or personal injury caused by negligence, fraud, or breach of the Consumer Rights Act 2015 where applicable):

- Tiny Air's total aggregate liability under this Warranty for any single Equipment unit shall not exceed the original purchase price paid to Tiny Air for that unit (excluding VAT), or the fair market value of a replacement unit if price cannot be established.
- Tiny Air shall not be liable for loss of profit, loss of business, loss of use, decontamination downtime, rewash costs, instrument damage, or any indirect or consequential loss arising from Equipment Failure or delay in repair.
- This Warranty does not extend to clinical outcomes, sterility assurance, or compliance with the Customer's wider decontamination quality management system—that remains the Customer's responsibility under HTM 01-01 and local governance.

## 12. Regulatory and Documentation

The Equipment is supplied for use as a medical device in accordance with its CE marking and intended purpose. The Customer is responsible for local risk assessment, validation evidence, and record-keeping. Validation reports and clinical trial data may be made available on request to healthcare institutions.

The following documents form part of the operational requirements referenced by this Warranty:

- Applicable Instructions for Use;
- Applicable Specification & Installation document;
- Applicable validation protocol and results;
- Weekly / 3 Monthly Validation PPM Checklist.

### 13. Transfer, Assignment, and Changes

This Warranty is transferable to a subsequent owner of the Equipment only with Tiny Air prior written consent and registration of the new Customer site details. Tiny Air may update this Warranty document for new sales; the version effective at Commissioning applies to your Equipment.

### 14. Governing Law and Jurisdiction

This Warranty is governed by the laws of Scotland. The Scottish courts shall have exclusive jurisdiction, subject to any mandatory rights applicable elsewhere in the United Kingdom.

### 15. Contact Details

#### Tiny Air Limited

- **Technical & warranty enquiries:** Chris Helson — [chris@tinyair.co.uk](mailto:chris@tinyair.co.uk) — +44 (0)7799 300800
- **Commercial & formal quotes:** [chris@tinyair.co.uk](mailto:chris@tinyair.co.uk)
- **Approval authority (documentation):** David Ralston — +44 (0)1557 814476
- **Website:** [www.tinyair.co.uk](http://www.tinyair.co.uk)

### Important Notice

This document is intended to provide clear contractual warranty terms aligned with Tiny Air product documentation and website information. Customers purchasing through NHS or other public procurement routes should ensure this Warranty is incorporated into their purchase order or contract. Tiny Air recommends independent legal review before reliance in high-value or multi-site deployments.