

GIESSE - Limited Warranty

GIESSE's warranty obligations for hardware products are limited to the terms set forth below:

GIESSE ("GIESSE") warrants GIESSE-branded hardware product against defects in materials and workmanship under normal use for a period of FIVE (5) YEARS from the date purchase by the original end-user purchaser ("Warranty Period"). If a hardware defect arises and a valid claim is received within the Warranty Period, at its option and to the extent permitted by law, GIESSE will either (1) repair the hardware defect at no charge, using new replacement parts, (2) exchange the product with a product that is new or which has been manufactured from new or serviceable used parts and is at least functionally equivalent to the original product, or (3) refund the purchase price of the product.

GIESSE may request that the purchaser replace defective parts with new parts that GIESSE provides in fulfillment of its warranty obligation. A replacement product or part, including a user-installable part that has been installed in accordance with instructions provided by GIESSE, assumes the remaining warranty of the original product or ninety (90) days from the date of replacement or repair, whichever is longer. When a product or part is exchanged, any replacement item becomes property of the purchaser and the replaced item becomes GIESSE's property. Parts provided by GIESSE in fulfillment of its warranty obligation must be used in products for which warranty service is claimed. When a refund is given, the product for which the refund is provided must be returned to GIESSE and becomes GIESSE's property.

EXCLUSIONS AND LIMITATIONS

This Limited Warranty applies only to hardware products manufactured by or for GIESSE that can be identified by the "GIESSE" trademark, trade name, or logo affixed to them. The Limited Warranty does not apply to any non-GIESSE hardware products.

Manufacturers, suppliers, or publishers, other than GIESSE, may provide their own warranties to the end user purchaser, but GIESSE, in so far as permitted by law, provides their products "as is".

GIESSE does not warrant that the operation of the product will be uninterrupted or error-free. GIESSE is not responsible for damage arising from failure to follow instructions and maintenance requirements relating to the product's use.

This warranty does not apply: (a) to damage caused by use with non-GIESSE products; (b) to damage caused by accident, abuse, misuse, flood, fire, earthquake or other external causes; (c) to damage caused by operating the product outside the permitted or intended uses described by GIESSE; (d) to damage caused by service (including upgrades and expansions) performed by anyone who is not a representative of GIESSE or a GIESSE Authorized Service Provider (e) to a product or part that has been modified to alter functionality or capability without the written permission of GIESSE.

THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. GIESSE'S RESPONSIBILITY FOR HARDWARE DEFECTS IS LIMITED TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY GIESSE IN ITS SOLE DISCRETION. ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN TIME TO THE TERM OF THIS LIMITED WARRANTY. NO WARRANTIES, WHETHER EXPRESS OR IMPLIED, WILL APPLY AFTER THE EXPIRATION OF THE LIMITED WARRANTY PERIOD. IN STATES THAT DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, THIS LIMITATION DOES NOT APPLY. No GIESSE reseller, agent, or employee, other than the Division Manager, is authorized to make any modification, extension, or additions to this warranty. If any term is held to be illegal or unenforceable, the legality or enforceability of the remaining terms shall not be affected or impaired.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, GIESSE IS NOT RESPONSIBLE FOR DIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY,

THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS, OR ANY STATUTORY LIABILITY FOR INTENTIONAL AND GROSS NEGLIGENT ACTS AND/OR OMISSIONS. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION DOES NOT APPLY.