

GIESSE Products

Warranty and Liability restrictions

1. The warranty period is 12 months from the date of shipment.
2. The products provided for by GIESSE nor are covered by warranty for hidden defects nor are covered by warranty for promised qualities, except as provided for by clauses 3, 4, 5 and 6.
3. With the exception of misconduct and gross negligence, GIESSE is not liable for any direct or indirect damage that may arise from any vice and/or discrepancy of the provided products; in any case, the burden of proving GIESSE misconduct or gross negligence is on the CLIENT.
4. The potential existence of defects, faults or lacks of quality in products, as well as errors or differences of sizes exceeding the normal tolerances of production, that may be detected and reported by the CLIENT within 8 (eight) days from the defect detection to GIESSE, compels GIESSE to compensate the CLIENT through, at GIESSE discretion, the reimbursement of the price of the defective products or their replacement with an identical or a functionally similar product, subject to the mandatory condition that the provided products show no tampering of any kind and are installed in full accordance with the technical parameters established by GIESSE and specifically set out in the products instructions of use, or available on the web site, or even available on simple request before GIESSE Technical Assistance. In any case, the CLIENT shall return the defective products according to the modalities specifically identified by GIESSE.
5. In case the defective products are replaced by GIESSE according to clause 4, no new obligation nor condition will originate from such substitution or replacement.
6. In the event a third party requests compensation to the CLIENT for potential (material or non-material) damages caused by products including GIESSE components, GIESSE shall not be liable for such damages and the CLIENT shall not claim even a partial guarantee or to be hold harmless by GIESSE.
7. In the event the CLIENT is sued by a third party claiming to have suffered a damage (material or non-material) of any type, due to faulty products including GIESSE components, the CLIENT shall waive as of now to seek legal recourse against GIESSE for the purpose of being guaranteed or hold harmless by GIESSE in relation to the third party claims.