

Warranty certificate

Subject to the conditions set out below, G.M. Int. warrants that the Goods supplied are new and will be free from material defects and correspond to the G.M. Int. published specifications at the time of the shipment.

Warranty is given by G.M. Int. subject to the following conditions:

1. G.M. Int. shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Client;
2. G.M. Int. shall be under no liability in respect of any defect in the Goods arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow G.M. Int.'s instructions (whether oral or in writing), misuse or alteration or repair of the Goods;
3. G.M. Int. shall be under no liability under this Warranty (or any other warranty, condition or guarantee) if the price for the Goods has not been paid by the due date in accordance with the agreed payment terms;
4. Warranty is not extended to parts, materials or equipment not manufactured by G.M. Int., in respect of which the Client shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to G.M. Int.
5. G.M. Int. shall be under no liability in respect of any repair made by unauthorized personnel because it may completely invalidate the safety characteristics of the Goods; Goods supplied under this Warranty cannot be repaired by third parties.
6. All terms, conditions and warranties (whether implied or made expressly) by G.M. Int. (other than those express warranties set out in the current edition of the G.M. Int.'s specification) relating to the quality and/or fitness for purpose of the Goods or any of the Instruments supplied are excluded. In fact, the client shall satisfy itself that the Goods are suitable for any product or application for which they have to be used before they are so used.
7. Any claim by the Client based on any apparent defect in quality or condition of the Goods or their failure to correspond with specification shall (whether or not delivery is refused by the Client) be notified to G.M. Int. within 30 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within five days after the discovery of the defect or failure but no later than 6 months after the delivery of the Goods. If delivery is not refused, and the Client does not notify G.M. Int. accordingly, the Client shall not be entitled to reject the Goods and G.M. Int. shall have no liability for such defect or failure and the Client shall be bound to pay the price as if the Instruments had been delivered in accordance with the order.
8. When a claim based on any defect in the quality or condition of the Goods is notified to Seller within 5 years from date of delivery and in accordance with these Warranties, Buyer shall be entitled to a free of charge replacement of the Goods (or part thereof) or, in Seller's sole discretion, a refund of the price paid by Buyer for the Goods (or a proportionate part of such price); the Seller shall have no further liability to the Buyer. The Goods claimed to be in default must be returned to G.M. Int.'s factory at Client cost; cost for return transport prepaid.
9. The quantity of the Goods stated on G.M. Int.'s advice note or other notification of dispatch shall be final unless the Client has given notice of any discrepancy in quantity within 10 days after receipt of the Goods and has thereafter given to G.M. Int. a reasonable opportunity to re-count the Goods prior to their having been used, sold or processed.
10. Seller warrants the availability of spare parts for a period of 10 years from the date of delivery.

THESE WARRANTIES ARE EXCLUSIVE, AND SELLER MAKES NO OTHER WARRANTIES; EXPRESSED OR IMPLIED; INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE OF THE GOODS SUPPLIED OR FOR ANY CONSEQUENTIAL, FINANCIAL, PUNITIVE OR ENVIRONMENTAL LOSSES. Moreover, the Buyer has the right to demand the delivery of the spare parts within 10 years from the sale.

Indemnity: G.M. Int. shall not be liable to the Client, its clients and to any other person by reason of any representation or any implied warranty, condition or other terms, or under the express terms of the Warranty for incidental, special, punitive, environmental and consequential loss or damages (whether for loss of profit or otherwise), costs expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of G.M. Int., its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods, their use or resale by G.M. Int.

Limit of Liability: Notwithstanding anything else in this Warranty, and to the extent permissible by law, G.M. Int.'s aggregate responsibility and liability shall not exceed 100% of the net invoice value of the Goods paid by the original Buyer for the Goods under complaint and supplied hereunder.

