

RIECKTRON WARRANTY

Last revision: 10 January 2018

By purchasing a Riecktron Product, the following warranties will be of effect:

1. Riecktron warrants its Products against any material defects.
2. For a period of 12 (twelve) months from date of purchase, if any Product is determined to be a manufacturing defect, Riecktron will repair or replace the Product purchased, at no charge.
3. Should it be determined that a Product has a manufacturing defect, the Supplier will have the option for the Product to be repaired or replaced.
4. To obtain warranty service, Client must take the Product, or deliver the product freight prepaid, in either its original packaging, or packaging providing an equal degree of protection to the Product, to Riecktron for evaluation purposes.
5. Riecktron will not be liable for any special, indirect or consequential damages caused by *force majeure*, accident, misuse, abuse, negligence, modification of, water damage, not utilizing the specifications, or the improper operation of any Product.
6. Without limiting the above, all further claims are excluded, including claims for cancellation of an order, reduction in price, fitness for a particular purpose, theft of goods, any other loss whatsoever, or damages as aforesaid.
7. Riecktron is indemnified and will be held harmless against all actions, claims, demands, compensation, costs, charges and proceedings whatsoever in respect of any injury or damages to any person or property or otherwise incurred, arising in consequence of or in connection with the use and/or purchase of any Product.
8. Riecktron is further indemnified, as well as its respective members, directors, officers, managers, employees, agents, as well as any of its associated companies, and assigns against all liability for third party claims of whatsoever nature and howsoever arising, caused by or connected with the performance, or failure to perform, by the Third Party of any act, function or obligation arising out of or connected with the Product.
9. Any claim to Riecktron will be limited to the amount payable in terms of the product price.
10. If Riecktron carries out repairs or replacements in part or in full, the warranty period will not start afresh or be extended, irrespective of how many repairs or replacements are carried out.
11. Should any damages occur or be compounded by any non-notification of any complaint by a client, this warrant shall lapse.
12. A warranty will only be honoured if the applicable warranty period is still in force and payment in full has taken place.
13. This warranty document is the full warrant and extends only to matters as set out herein, albeit in co-existence of other agreements between the parties hereto.
14. Preference will be given to the provisions of this agreement wherever the provisions of other agreements between the parties hereto are inconsistent in which case the terms of this agreements will prevail.
15. No representations other than contained herein will be binding and of any force or effect, unless it is reduced to writing and signed by Riecktron.