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## **WARRANTY**

All GemmeCotti products are guaranteed for a period of twelve (12) months starting from the delivery date of the goods.

For the warranty service to be applicable the customer must report the defect in writing no later than 8 (eight) days from the moment that the damage occurs, and must return the part (or parts) to GemmeCotti for repair or replacement. Pumps cannot be repaired or substituted on site. In the case of a request of warranty service, it's better to send the complete pump together with its motor to GemmeCotti.

The costs of delivery and the relative risks, and possible customs duties have to be paid by the customer. GemmeCotti will not accept the costs of collection and shipment.

The manufacturer is not responsible for damages caused during the shipment of the parts or of the pump sent to GemmeCotti to be repaired under warranty.

The warranty system provides that, after a careful examination at our factory, GemmeCotti is free to choose to repair or replace the part (or parts) of the pump which is/are defective in materials or in workmanship, or both. We will not give any refund or credit for the defective material or for direct or indirect damages caused by our pumps. In any case, any reimbursement cannot exceed the cost of the pump or of the supplied material.

If the pumped liquid and the needed performances have not been communicated to GemmeCotti before the offer and confirmed in the quotation and order confirmation and/or the pump is not properly installed, maintained and used for its intended purpose or under conditions which can reasonably be foreseen as indicated in the Machine Directive 2006/42/CE article 4 paragraph 1, the customer takes the whole responsibility for the usage of the product, especially if not used in an appropriate way, and the warranty, the conformity to the Machine Directive 2006/42/CE and the relative CE declaration are no longer valid. The proper installation, maintenance and use for its intended purpose and the conditions which can reasonably be foreseen are subject to the respect of the technical limits (temperature, working point, compatibility of the pump material with the pumped fluid, NPSH etc...) which are indicated in GemmeCotti's technical data files and use and maintenance manuals.

If the above mentioned limits are not respected, the customer is the only responsible for the introduction of the pump in the market, for the declaration of conformity to the Machine Directive and the CE mark. In any case the user is considered the one who knows better the chemical compatibility and the reactions between the liquid to be pumped and the material of construction of the pump and consequently the information given in this regard by GemmeCotti is merely indicative.

If the returned piece is no longer covered by guarantee, or if after inspection GemmeCotti finds the piece to be not defective, inspection charges will be charged to the customer and the repaired or substituted piece will be returned to the customer at the customer's own expense.

Pumps which have been repaired or substituted under guarantee will be supplied on the same delivery conditions as the order and the warranty will not be extended.

Warranty does not cover components subject to natural wear due to time, such as mechanical seals, bearings, bushings and lip seals.

The customer is solely responsible for the good performance of pumps and for their careful maintenance. Therefore no claims will be allowed when goods have been improperly handled (not stored in a suitable closed dry place, which is necessary because of the fragility of materials), contaminated, handled with negligence, improperly installed, tampered with or not well regulated, incorrectly used in wrong applications. In particular, GemmeCotti will not take any responsibility in the case of wear due to corrosion.

Ordinary repairs and/or maintenance must be carried out in accordance with the instructions indicated in the manual and carried out by pumps experts. Any case of pump tampering or modification, the warranty and the CE declaration will lose their validity. In this case, the customer will assume the product risk and he must issue a new CE declaration of conformity.

The warranty does not cover damages due to extraordinary or natural events, such as lightning, ice, fire and others.

All the warranty obligations are considered fully satisfied after the repair or substitution of the defective parts.

The Warranty service will be suspended in the case of default or delayed payment and the period lost cannot be recovered.

This warranty is an integral part of the offer and of the order confirmation.

In the case of litigation the court which has jurisdiction is the Busto Arsizio (Italy) Tribunal and the law that will be applied is the Italian Law.