

Manufacturer's Warranty

- Subject to the conditions set out below the Seller warrants that the Goods will, at time of delivery, correspond to the Specification, be free from defects in material and workmanship and be fit for their intended purpose for a period of twelve months from the date of delivery.
- Products sold are covered by the legislation of hidden defects article 1641 of the civil code states that "the seller is responsible for any hidden defect which renders the item unfit for the purpose for which it is sold, or that would have caused the customer not to buy the product or to have paid a reduced price for it."
- the warranty contained in the clause is given by the Seller subject to the following conditions:
 - The Seller shall be under no liability in respect of any inaccuracy and/or defect in the Goods arising from any drawing, design or Specification supplied by the Buyer;
 - The Seller shall be under no liability in respect of any defect arising from wear and tear, wilful damage, negligence, accident, abnormal working conditions, failure to follow the Seller's instructions, misuse, alteration or repair without the Seller's approval, improper installation, or other acts which are not the fault of Tellermate, including damage caused by shipping, improper storage, exposure to moisture or dampness, or to items that have been re-sold;
 - The Seller shall be under no liability where the goods have been damaged from external causes such as fire, flooding, sand, dirt, windstorm, lightning, earthquake or damage from exposure to weather conditions, theft, improper use of any electrical source, or battery leakage;
 - The Seller shall be under no liability where the Tellermate serial number plate has been removed, defaced, or altered;
 - The Seller shall not be under the above warranty (or any of other warranty condition or guarantee) if the Price has not been paid by the due date for payment;
 - The warranty does not extend to any parts, material or equipment not manufactured by the Seller in respect of which the Buyer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to the Seller and only to the extent that the Seller can assign the same to the Buyer;
 - In the case where equipment is sold to be connected to a computer system, Tellermate does not guarantee the compatibility of the customer's computer system with our equipment. It is the customer's responsibility to make any modifications necessary to their computer system to ensure compatibility;
 - The software that is included on or with the product remains the property of Tellermate and shall not be copied, changed or resold in any way or form. The Tellermate warranty does not cover software.
- Where any valid claim made under warranty, or if the Goods are not in accordance with the Contract for any reason, the Seller shall be entitled to repair or replace the Goods free of charge, or, at the Seller's sole discretion, refund to the Buyer the Price of the Goods (or a proportionate part of such Price). Items shall not be returned without the consent of Tellermate, and any unsolicited returns will be at the customer's expense.
- The Buyer shall notify the Seller in writing in the event of any alleged shortage of quantity or damage of the external packing of the Goods within 24 hours from the date of receipt.
- The Buyer shall inspect the Goods on delivery and shall within 2 days of delivery notify the Seller in Writing of any alleged damage or the failure to comply with the description. In this event, the Buyer shall allow the Seller to inspect the Goods within a reasonable time following delivery and before any use is made of them. If the buyer fails to comply with these provisions the Goods shall conclusively be presumed to be in accordance with the contract and free from any damage.
- The Seller shall be under no liability to the Buyer for any indirect loss and/or expense (including loss of profit) suffered by the Buyer arising out of the breach by the Seller of this Contract
- In the event of any breach of this contract by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the Price.
- Subject as expressly in the conditions, all other terms, conditions or warranties relating to fitness for purpose, quality or condition of the Goods whether implied by statute, common law or otherwise and/or made expressly whether by the Seller or its servants or agents or otherwise, are excluded from this Contract to the fullest extent permitted by law provided that nothing in this contract shall restrict or exclude liability for death or personal injury caused by the negligence of the Seller or effect the Statutory rights of a Buyer dealing as a consumer.
- Tellermate reserves the right to apply (or not) any modifications or improvements.
- Tellermate does not accept responsibility for any disorder or damage following the use of our equipment
- Tellermate equipment must be used within the specifications for which it is intended and within any relevant legislation and laws in force. It is not to be used to weigh goods or merchandise that is for sale to the public.
- TELLERMATE SHALL NOT BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSS ARISING FROM THE USE OF THIS PRODUCT, EVEN IF TELLERMATE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT SHALL TELLERMATE BE LIABLE FOR DIRECT DAMAGES, OR DAMAGES UNDER ANY THEORY INCLUDING CONTRACT OR TORT, IN EXCESS OF THE PURCHASE PRICE YOU PAID FOR THE AFFECTED TELLERMATE PRODUCT.