

Warranty

Subject to the conditions set out below, G.M. International warrants that the Instruments supplied will be free from material defects and will correspond to G.M. International's published specifications at the time of the shipment from the factory.

The above warranty is given by G.M. International subject to the following conditions:

1. G.M. International shall be under no liability in respect of any defect in the Instruments arising from any drawing, design or specification supplied by its client;
2. G.M. International shall be under no liability in respect of any defect in the Instruments arising from fair wear and tear, willful damage, negligence, abnormal working conditions, failure to follow the G.M. International's instructions (whether oral or in writing), misuse or alteration or repair of the Instruments without G.M. International's prior written approval;
3. G.M. International shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the price for the Instruments has not been paid by the due date for payment in accordance with the agreed terms;
4. The above warranty does not extend to parts, materials or equipment not manufactured by G.M. International, 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. International;
5. G.M. International shall be under no liability in respect of any repair made by unauthorized personnel because it may completely invalidate the Safety Characteristics of the instruments;

All terms, conditions and warranties (whether implied or made expressly) by G.M. International (other than those express warranties set out in the current edition of the G.M. International's specification) relating to the quality and/or fitness for purpose of the Instruments or any of the Instruments are excluded.

The client shall satisfy itself that the Instruments are suitable for any product or application for which they are to be used before they are so used.

Any claim by the Client which is based on any defect in quality or condition of the Instruments or their failure to correspond with specification shall (whether or not delivery is refused by the Client) be notified to G.M. International within 30 days from the date of delivery or (where the defect or failure was not apparent on reasonable inspection) within a reasonable time after discovery of the defect or failure. If delivery is not refused, and the Client does not notify G.M. International accordingly, the Client shall not be entitled to reject the Instruments and G.M. International 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.

Where any claim in respect of any of the Instruments which is based on any defect in the quality or condition of the Instruments or their failure to meet specification is notified to G.M. International within 5 years from date of delivery and in accordance with these conditions, G.M. International shall be entitled to replace the Instruments (or the part in question) free of charge or at G.M. International's sole discretion, refund to the Client the price of the Instruments (or a proportionate part of the price) but G.M. International shall have no further liability to the Client. Replacement, or repair, is at no charge if the instrument is sent back to G.M. International's factory, cost for transport prepaid.

The quantity of the Instruments stated on G.M. International'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. International a reasonable opportunity to re-count the Instruments prior to their having been used sold or processed.

Except in respect of death or personal injury caused by G.M. International's negligence, G.M. International shall not be liable to the Client by reason of any representation or any implied warranty, condition or other term, or under the express terms of the contract for the consequential loss or damage (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. International, its employees or agents or otherwise) which arise out of or in connection with the supply of the Instruments or their use or resale by G.M. International.

If requested, an estimate of repair charges will be supplied which are not covered under the terms of this certificate.