

# CERTIFICATE OF GUARANTEE

GUARANTEE APPLICATION CONDITIONS

## GUARANTEE RULES

### DURATION

In the presence of flaws or defects for which manufacturer liability is ascertained, EMEC s.r.l. guarantees the product for up to 2 (two) years from the date of purchase by the end Customer (hereinafter Customer). This shall be proved by a document issued by the authorized reseller, valid for all tax purposes.

For **Dosing Pumps and Control Instruments**, in the presence of flaws or defects for which manufacturer liability is ascertained, EMEC s.r.l. guarantees the product for up to **5 (five) years\*** from the date of purchase by the end Customer (hereinafter Customer). This shall be proved by a document issued by the authorized reseller, valid for all tax purposes.

Any repair or replacement interventions extend the duration of the original warranty for 1 (one) year from the date of the last intervention, only on the replaced or repaired component.

### VALIDITY

By guarantee it is intended free repairs or replacement of equipment parts which prove to be defective at source due to manufacturing defects; excluding the hypotheses indicated in the paragraph "Limits to liability". The right to the guarantee shall be proved by the original certificate or by a document valid for tax purposes, issued by the reseller at the time of purchase. Said documents must show model, product serial number, date of purchase. This commercial guarantee offered by EMEC does not prejudice consumer rights established by Legislative Decree no. 24, 2 February 2002, issued in application of European Directive 99/44/EC.

### RESPONSIBILITIES OF EMEC srl

During the guarantee period, EMEC undertakes to correct any defects caused by manufacturing flaws, at no expense to the Customer.

In all cases EMEC hereby points out the equipment must be installed in an easily accessible place, in compliance with laws in force. If this should not be the case, expenses accrued to rent scaffolding, scaffolds, cranes or anything else needed to reach the unit in question shall be entirely at the Customer's expense. If the equipment cannot be repaired and/or if said repairs should be excessively expensive compared to product value, assessed under the manufacturer's unquestionable judgement, EMEC undertakes to replace the equipment for the end Customer with prior written notice, leaving original agreement expiry date and guarantee terms unchanged; proven by the tax document issued by the reseller at the time of purchase.

If the equipment should be replaced and if the same model as the one being replaced should not be available for any reason, EMEC reserves the right to replace the equipment with a similar type, but a different model, with the same functions and purpose.

### LIMITS TO LIABILITY

Defects cannot be attributable to EMEC if Technical Personnel should ascertain that they have been caused by conditions that do not concern product operations.

The guarantee also excludes any intervention to replace parts subject to wear and/or removable; unless their breakage and/or malfunctioning is due to original defects.

The guarantee also excludes any jobs carried out by parties who do not have the specific technical preparation.

It is understood that EMEC declines all liability for installation carried out directly by the Customer, by the seller or under its responsibility.



EMEC S.r.l.  
via Donatori di Sangue, 1  
02100 Rieti - Italia  
T +39 0746 22841  
F +39 0746 22842

[info@emecpumps.com](mailto:info@emecpumps.com) - [www.emecpumps.com](http://www.emecpumps.com)

Sede legale  
Corso Vittorio Emanuele II, 15  
20122 Milano - Italia

Codice SDI: KRRH6B9

P.IVA e Cod. Fisc. 00620840579  
Registro imprese Milano REA MI-2050351

EMEC declines all responsibility for any damage caused directly or indirectly to people, property or animals due to not complying with provisions in the specific instructions booklet for equipment use, operations and maintenance.

***Periodical maintenance is important!***

***It guarantees correct product operations over time.***

***You should schedule maintenance with your installer from the very start.***

### **INTERVENTION OUTSIDE THE GUARANTEE PERIOD**

Once the agreement's guarantee period has expired, expenses for any repairs shall be sustained by the Customer.

All parts that could prove to be defective due to negligence or bad use (not complying with equipment operating instructions), bad installation or maintenance, maintenance carried out by unauthorized parties, damage caused by transport or by circumstances which cannot be attributed to defective manufacturing are not covered by the guarantee.

### **SETTLING DISPUTES**

Rieti Court of law shall have exclusive jurisdiction over any dispute arising from or due to executing this agreement.

For further details, please consult the website [www.emecpumps.com](http://www.emecpumps.com) , or phone the following number +39 0746 22841 during office hours from Monday to Friday.

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Except PRIUS pumps which are covered by warranty for 2 (two) years