

Warranty Conditions

1. This warranty does not cover:
 - periodic maintenance servicing as indicated on the User's Manual;
 - precautionary maintenance servicing and the repair or replacement of spare parts subjected to normal wear and tear;
 - the servicing, fault repairs or the time for repairs determined by the use of the equipment differently to what it was designed for;
 - the servicing, fault repairs or the additional time in repairs determined by improper use, wrong installation, lack of attention, lack of components or tampering with the equipment, carelessness, negligence, damage caused by operators to the equipment (servicing/repairs or tampering with the equipment by operators and co-workers of Customer or third party), repairs by parties unauthorised by the Manufacturer, as indicated on the User's Manual; use of non original or defective components or accessories;
 - all the costs and/or possible damage and/or problems caused by defects in the installations or in the devices to which the product may have been connected/fixed;
 - all the costs and/or possible damage and/or problems caused by fortuitous events, lightning, floods, fires, other similar events, incorrect ventilation or any other type of accident (bumps , dropping etc) or any other cause unrelated to Spencer Italia S.r.l. a socio unico;
 - all the costs and/or possible damage and/or problems caused during the installation and/or the transport of the product made by the Customer without following the necessary precautions indicated by the Supplier;
 - the devices from which the lot or serial number label has been removed or modified;
 - aesthetical damages, such as scratches, cuts and bumps that do not alter the normal functionality of the device;
 - damage caused by the inobservance of the Customer to the norms about technical-environmental use or to the user's instructions for the product;
 - damage caused by the incorrect installation and use of the product not conforming to the technical norms or safety regulations valid in the Country in which the product is used;
 - damage caused by incorrect storage by the Customer.

2. This warranty does not limit the rights of the buyer stated by the valid international laws applicable, nor the Customer's rights towards the distributor originated by the purchase contract.

3. The costs and the risks connected with the transport for warranty servicing will be on charge of the buyer.

4. The Manufacturer will take no responsibility for any kind of direct or indirect damage to persons or things caused by the improper use of the product or for failure to operate during the time necessary for repairs.
5. The technical repairs service can be carried out exclusively by the Manufacturer or by an authorised assistance centre as indicated by Spencer Italia S.r.l. a socio unico.
6. The warranty servicing will be made only if the defective product reaches the Manufacturer headquarters (or an authorised assistance centre indicated by Spencer Italia S.r.l. a socio unico), in its original Spencer box, and at the cost of losing its warranty, complete with:
 - o warranty form correctly completed in all sections by the distributor or the end user;
 - o proof of purchase: transport document (for products sold in Italy) or invoice issued by Spencer Italia S.r.l. a socio unico (for products sold abroad) containing the lot or serial number;
 - o completed damage notification form (to be required to Spencer Italia S.r.l. a socio unico) indicating clearly the fault.

Articles sent with the incorrect or incomplete documents will not be considered for warranty.

7. Failure to pay for previous servicing, automatically causes the suspension of the warranty service.
8. With regards to the warranty servicing, in particular conditions, Spencer can decide to repair or replace (with a new replacement product or one including recent revisions) the product or its components or also to offer, on its own exclusive decision, the total compensation for the price of purchase. In case of reimbursement, the product must be send back, on the Customer's charge, to Spencer Italia S.r.l. a socio unico who on receipt will again become legitimate owner of the product.
9. When repair is not possible and the product for which the warranty servicing is required is not still in production, Spencer Italia S.r.l. a socio unico has the faculty to replace the product with another with the same quality and technical performance or to offer to the Customer the technical update of the product. The same is valid for the use of components/spare parts non identical but functionally corresponding to the ones replaced.
10. The repairs servicing and/or replacement, at the conditions stated in this warranty, does not determine any extension of it, nor the renewal of its validity in time.

11. Spencer Italia S.r.l. a socio unico reserves the right to contest the validity of the warranty certificate when after objective checks, it is found that the product functioned correctly for a long time before the date indicated as date of purchase.

12. Any complaints about the appearance of the products (apparent defects) must be notified to the Supplier by registered letter with return receipt: Failure to do so within 7 (seven) days from the date of receipt of the products will null the warranty.

13. Any claims relating to defects not detected by careful inspection upon receipt of the products (hidden defects) must be notified to the Supplier by registered letter with return receipt. Failure to do so within 7 (seven) days from discovery of defect if within twelve months of delivery will null the warranty.

14. The warranty to the end users for items sold to distributors, will be recognized only if they have communicated to Spencer the details of the sales transaction with a document such as a transport document or invoice.

15. The Customer will lose any rights for warranty in case even of partial non-compliance, in terms of payment.

16. The above warranty does not extend to accessories, components, materials and /or equipment that were not produced by the Supplier.

17. For any dispute arising from the interpretation of this warranty is defendant the exclusive jurisdiction of the court of the place in which the Manufacturer is located.