# **Riello Limited Warranty Terms & Conditions**

Burners & Accessories Version 7: 10 April 2015



## **GENERAL NOTE**

This document is effective from 01 November 2014 and supersedes all previous documents issued by Riello Limited in relation to warranty.

This warranty is provided to all Equipment supplied by Riello Limited which is installed in the UK or Republic of Ireland and relates to the original owner of the Riello "Equipment". "Equipment" shall mean RIELLO oil, gas and dual fuel burners, gas boosters, combustion and controls accessories and spares, more fully detailed in the Riello sales and technical documentation.

The warranty is conditional upon;

- Proof of installation by a Competent Person (a person who at the time of installation has current and valid certification in accordance with all applicable current regulations in force).
- Commissioning and maintenance by a competent person in accordance with the Equipment installation manual and/or other relevant documentation.
- The Equipment being operated only in accordance with the installation and operation manual.

# **WARRANTY TERMS & CONDITIONS**

The obligation of Riello Limited under this warranty shall be to repair or replace those parts determined by Riello Limited to be defective in material or workmanship in accordance with these warranty terms and conditions.

Riello Limited warrants that the Equipment shall be free of defects in material and workmanship for twenty four (24) months from the date of manufacture.

# **WARRANTY EXCLUSIONS**

- Installation, commissioning and maintenance of the Equipment otherwise than by a Competent Person.
- Liability of any nature or kind whatsoever for damages arising out of improper installation, commissioning, maintenance or use of the Equipment.
- Any costs arising from repair or maintenance carried out by an unauthorised third party.
- Any Equipment not supplied by Riello Limited.
- Any costs for labour for the examination, removal or reinstallation of allegedly defective parts and costs of transportation thereof to and from Riello Limited as determined by Riello Limited.
- Damage to the Equipment by; including but not limited to, excessive temperatures or pressures, unsuitable fuels, fuel impurities, improper fuel mixture, fuel or gas explosion, electrical, chemical or electrochemical reaction, fuel treatment chemicals, electrical failures, contaminated combustion air, sulphur or sulphuric action or reaction, dust particles, water ingress, corrosion.
- Damage to the Equipment by insurrection, riots, war, or acts of God.
- Situating the Equipment in an unsuitable location or environment, and continuing use of the Equipment after onset of a malfunction or discovery of a defect.
- Liability arising out of any incorrect burner selection or application by a third party.
- Consumable parts warranty is limited to twelve (12) months from the date of commissioning. Consumable parts include, but are not limited to, filters, nozzles, flexible oil lines, gaskets,
  - A claim of any nature whatsoever made in circumstances where any invoice (whether in whole or part) remains outstanding or has not been paid in accordance with RIELLO's Terms & Conditions

#### WARRANTY AND DAMAGES LIMITATIONS

The Warranty obligations of Riello shall also be subject to the following terms and conditions;

- This Warranty does not extend to anyone other than and relates only to the original owner of the equipment, on the site of its original installation. This Warranty shall become null and void forthwith upon any relocation of the equipment from the site of its original installation.
- Any repaired or replaced component of the equipment will be warranted only for the remaining unexpired term applicable to the original component.
- Repairs, replacement or the repair of replacement parts shall be subject to the terms and conditions of this Warranty as if the same had been originally installed, sold, delivered or carried out at the time of original installation. Negotiations, intermediate acts, discussions, disagreements or denials concerning defects or deficiencies shall not extend any warranty herein and shall not waive or be deemed to waive any requirement for notification of defect or deficiency within the time or times herein described.
- The obligation of Riello Limited under this Warranty shall further be limited exclusively to the repair, replacement or refund of purchase price, at the sole discretion of Riello Limited, of any goods or parts thereof which an examination by Riello Limited shall disclose to its satisfaction not to have conformed to the express written Warranties provided herein.

# **ASSIGNABILITY**

The Warranties herein provided are not assignable and are applicable only to the original owner of the equipment.

# **WARRANTY NOTIFICATION**

No persons may grant or offer any service under this warranty without the prior authorisation of Riello Limited.

Allegedly defective parts must be returned through the supply chain in accordance with the Riello Limited Customer Returns Authorisation (CRA) procedure.

The obligations of Riello under this Warranty apply only to Equipment installations where Riello has been notified of the alleged defect or deficiency within thirty (30) days from the occurrence or discovery of the alleged defect or deficiency.

# APPLICABLE LAW, JURISDICTION AND DISPUTE RESOLUTION

All disputes, claims or demands arising from or relating to the Warranties terms and conditions herein contained shall be determined in accordance with English law and will be subject to the exclusive jurisdiction of English Courts.

If you have any questions about the coverage provided by this Warranty, contact Riello Limited at the address below

## Riello Limited

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