

Warranty / Limitation of Warranty

Limited Warranty Each product manufactured by BERGHOF Products + Instruments GmbH is warranted to conform to BERGHOF Products + Instruments GmbH's applicable specifications on the date on shipment. The warranty period is twelve (12) months after the date of delivery, unless another period is specified. The warranty does not extend to damages due to improper installation, improper maintenance, abuse, accident, negligence, alteration, misuse, ordinary wear and tear, or the like. Claims for replacement of parts caused by ordinary wear and tear are excluded, as are claims for replacement of parts meant to be expended during the operation of the equipment.

BERGHOF Products + Instruments GmbH also includes its digestion vessels under this warranty. However, high temperatures >280 °C (>536°F), such as may briefly occur when exothermic reactions take place can result in irreversible damage to the TFM vessels. Since such scorching cannot always be avoided even by optimal microwave power regulation, the resulting damages are excluded from the warranty! Care must also be taken when handling quartz glass or ceramic inserts as their reliability can be seriously impaired by even minor damage to their surfaces. Therefore, glass and ceramic components are also excluded from this warranty!

Remedies Under the limited warranty, BERGHOF Products + Instruments GmbH repairs or replaces any products which BERGHOF Products + Instruments GmbH determines to be defective and covered by this limited warranty. This is the sole and exclusive remedy. If BERGHOF Products + Instruments GmbH determines that repair or replacement fails its essential purpose, the purchaser will, at its option, be entitled to a refund of the purchase price for the products in question or a credit therefore.

All warranty claims must be accompanied by a description of the claim, which description must be attached to the equipment claimed to be defective. Claim descriptions must include the claimants name, address, department (if applicable) and telephone number.

The equipment should be returned in its original packaging, to the extent possible. We regret that BERGHOF Products + Instruments GmbH cannot be held responsible for damage caused during shipping due to improper packaging.

LIMITATION OF WARRANTY EXCEPT AS EXPRESSLY SET FORTH ABOVE, THERE ARE NO OTHER WARRANTIES HEREUNDER, WHETHER EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND ANY WARRANTIES ARISING UNDER COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE.

UNDER NO CIRCUMSTANCES WILL BERGHOF PRODUCTS + INSTRUMENTS GMBH BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, OR LOST PROFITS, EXPENSES OR LOSSES ARISING OUT OF OR RELATED TO THE SALE OR USE OF ANY OF ITS PRODUCTS REGARDLESS OF WHETHER THE LIABILITY RESULTED FROM ANY GENERAL OR PARTICULAR REQUIREMENT OR NEED WHICH BERGHOF PRODUCTS + INSTRUMENTS GMBH KNEW OR SHOULD HAVE KNOWN OF.

