Warranty Terms & Conditions

Distributor/Reseller

With these terms and conditions the Distributor/Reseller shall ensure that the final customer or client is acknowledging this terms in order to avoid that the warranty rights get voided.

Limited Warranty, Limitation of Liability and Indemnification

1. For a period of one (1) year from the date of installation by Vivreau or a Vivreau authorized technician, or at the latest from the date of three months after delivery, if not installed within three months after delivery, Vivreau warrants that the Equipment shall be free from defects in material and/or workmanship except as caused by the acts or omissions, including negligence or misuse, of Customer, or its agents or employees. Distributor/Reseller ensure that Customer’s exclusive remedy and the sole liability of Vivreau shall be to repair or replace the Equipment at Vivreau's cost and expense. Any de-installation of the Equipment that is not performed by Vivreau or a Vivreau authorized technician for purposes of relocating the Equipment or any other purpose voids any remaining warranty.

2. This warranty shall not apply to costs for periodic or routine maintenance including water filter changes, repair or replacement of the Product or parts due to normal wear and tear, defects or damage to the Product or parts resulting from clogged water filters, misuse, abuse, neglect or accidents, defects or damage to the Product or parts resulting from improper or unauthorized alterations, modifications, or changes; defects or damage to any Product that has not been installed and/or maintained in accordance and any work being performed by non-authorized technician.

3. Distributor/Reseller ensures that Customer will indemnify Vivreau, its agents and employees against all losses, costs and damages (including reasonable attorneys’ fees and expenses) which may incur as a result of (i) any claims or suits which may be made against Vivreau, its agents and employees arising from use of the Equipment by Customer or any third party acting on behalf, or at the direction, of Customer in breach of the terms of this Agreement or other than in accordance with handling and operating instructions of Vivreau, if any, or other than in the normal and proper manner or due to or arising out of any defect, failure, or misuse of the Equipment, and (ii) any breach of this Agreement by Customer.

4. Vivreau will indemnify Customer, its agents and employees against all losses, costs and damages (including reasonable attorneys’ fees and expenses) which they may incur as a result of (i) any defects not discoverable by Customer upon reasonable physical inspection at the time the Equipment is delivered, and (ii) any breach of this Agreement by Vivreau, subject, as applicable, in each instance to the limitations contained herein.

5. All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this Terms. Except as set forth in this Terms, VIVREAU DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. In no event shall Vivreau's liability under this Agreement exceed three (3) times the amount of the purchase price per occurrence, regardless of legal claim or theory.

6. Distributor/ Reseller acknowledges and ensures that the Customer acknowledges that it is prohibited from altering or modifying the Equipment.

Vivreau USA LP    June 2019