

Terms and Conditions

Invoice Consists of Both Sides of Document

This invoice consists of all entries, terms, and conditions set forth on both sides of this document. This invoice is binding upon and insures to the benefit of the purchaser and seller and their successors.

General

Contract Terms.

These Terms and Conditions constitute an integral part of any offer made by GESS Technologies to sell goods. Any additional or different terms or conditions proposed by Purchaser are hereby declined unless such proposal specifically accepted by GESS Technologies in writing prior to the acceptance of said purchase order.

Payment

Limitation of Liability

In no event shall GESS Technologies be held liable for any loss of use, revenue, profit, custom, or for any direct, indirect, consequential or punitive damages, arising out of connected with, or resulting from sale or use of the goods furnished hereunder.

Title of Goods

Title to all goods, products, merchandise and items ("goods") specified on the reverse side of this invoice is retained by seller until all goods are fully paid for by purchaser and obligations of purchase have been fulfilled.

Limited Warranty Policy

If the product shall become defective within the specified warranty period as described below seller shall evaluate the nature of the defect and either elect to repair or to replace the defective merchandise free of charge upon receipt of the defective product. Customer should not hold any payment against defective item.

All the parts come with one (1) /and or two (2) year limited warranty starting effective from the date GESS Technologies invoice date. Additional warranty would be covered through respective manufacturer if applicable. The warranty is limited to the original purchase and

is not transferable. The warranty shall be null and void if any of the following conditions exist:

1. Merchandise has been previously altered, repaired or serviced by parties other than authorized GESS Technologies personnel. 2) Merchandise has been subject to accident, misuse or operated contrary to the instructions in the accompanying manual.
2. The system is not with its original configuration or GESS Technologies WARRANTY LABEL is removed.

Purchasers who return DVR's for repair are suggest to make a backup of the information on the DVR including hard drive. We will not be liable for any data loss if purchaser fails to make a backup of the information stored in the DVR prior sending in for repair. Please note that replaced or repaired goods continues the warranty on the remaining warranty period. The warranty does not extend beyond the original buyer of products from seller. Purchaser may obtain detailed product warranty information from seller. Seller's only warranty obligation is to, the seller's sole discretion, repair, or replace, or issue a refund, in whole or in part, for any goods deemed defective by the seller during applicable warranty period. Seller makes no warranty of merchantability of the goods or of the fitness of the goods for any particular purpose. Purchaser assumes all risk, liability, damage and loss in connection with the use of all goods and resale thereof, if any. Seller shall in no event be liable or responsible for any injury, loss, damage, liability, debt, cost, expense, charge or fee of whatever nature, incurred or suffered by purchaser, or any successor or customer of purchaser, whether direct or indirect, incidental or consequential, or any other manner, in connection with the purchase, use or any resale of the goods.

Return Merchandise Authorization Policy

After 30 days, all sales are final.

Within 30 days, 20% restocking fee will be charged for any monetary refund; 10% restocking fee for store credit. Special order and custom-made goods are not returnable. In addition to purchaser's meeting all the requirements for WARRANTY RETURNS stated above, all return goods must be returned in their original boxes and packing material, including all accessories.

As a precondition to the return of any goods specified on the reverse side of this invoice, the purchaser must first obtain a Return Merchandise Authorization ("RMA") number from the seller. In addition, all returns must be shipped to seller with both full insurance and freight charges prepaid by purchaser. The RMA number must be clearly marked on the return-shipping label of each box that contains returned goods, not elsewhere on the box.

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Seller will not accept any return that does not meet the above requirements. Seller will not accept goods returned in abused or altered condition, such request for a RMA number from GESS Technologies shall include the original invoice number of GESS Technologies, the date of the original purchase, a detail description of apparent or alleged defect.

Any merchandise shipped to GESS Technologies must have the RMA number shown clearly visible on the outside of such packaging. Failure to do so shall result in package being refused and returned to the shipper at the shipper's own risk and expense.

Claims/Freight Damage or Discrepancies

If shipment appears to be damaged or has any discrepancy, the purchaser should note it out on the delivery receipt and have the carrier to acknowledge it. Refuse only the damaged cartons and contact seller within 48 hours. Seller will file claim with the carrier since the carrier is liable for damage cause during shipping. At that time, the seller will reship replacement on the damaged goods to purchaser. However, if shipping transportation is arranged by purchaser, then claims for damage or loss in transit must be made by purchaser directly to the carrier, as the carrier s responsible for such damage or loss, not the seller.

Refused Orders

Purchaser will be responsible for a 20% return processing charge for refused orders, in addition to all freight charges. No future orders will be shipped until this charge is paid.

No Representations

Purchaser acknowledges that neither the seller, nor anyone acting on seller's behalf, has made any representation or statement of fact or opinion to induce the purchaser of any good specified in this invoice.

Entire Agreement

This invoice is intended to be the entire agreement between purchaser and seller. This invoice supersedes all prior and contemporaneous communications, negotiations, representations, and agreements of purchaser and seller whether oral or written, with respect to the goods specified in this invoice as well as the terms and conditions hereof. This invoice may not be modified except by a written signed by duly authorized representatives of both parties the purchaser and the seller.