

Certificat de garantie

La présente garantie bénéficie, dans les conditions ci-après, à l'utilisateur final ayant procédé à l'acquisition de ce Produit Gigaset Communications (ci-après le Client).

Pour la France, la présente garantie ne limite en rien, ni ne supprime, les droits du Client issus des articles suivants du Code Civil Français et du Code de la Consommation Français:

Article L.211-4 du Code de la Consommation :

« Le vendeur est tenu de livrer un bien conforme au contrat et répond des défauts de conformité existant lors de la délivrance.

Il répond également des défauts de conformité résultant de l'emballage, des instructions de montage ou de l'installation lorsque celle-ci a été mise à sa charge par le contrat ou a été réalisée sous sa responsabilité. »

Article L.211-5 du Code la Consommation :

« Pour être conforme au contrat, le bien doit :

1° Être propre à l'usage habituellement attendu d'un bien semblable et, le cas échéant :

- correspondre à la description donnée par le vendeur et posséder les qualités que celui-ci a présentées à l'acheteur sous forme d'échantillon ou de modèle ;
- présenter les qualités qu'un acheteur peut légitimement attendre eu égard aux déclarations publiques faites par le vendeur, par le producteur ou par son représentant, notamment dans la publicité ou l'étiquetage ;

2° Ou présenter les caractéristiques définies d'un commun accord par les parties ou être propre à tout usage spécial recherché par l'acheteur, porté à la connaissance du vendeur et que ce dernier a accepté. »

Article L.211-12 du Code de la Consommation :

« L'action résultant du défaut de conformité se prescrit par deux ans à compter de la délivrance du bien. »

Article 1641 du Code Civil :

« Le vendeur est tenu de la garantie à raison des défauts cachés de la chose vendue qui la rendent impropre à l'usage auquel on la destine, ou qui diminuent tellement cet usage, que l'acheteur ne l'aurait pas acquise, ou n'en aurait donné qu'un moindre prix, s'il les avait connus. »

Article 1648 du Code Civil, alinéa premier :

« L'action résultant des vices rédhibitoires doit être intentée par l'acquéreur dans un délai de deux ans à compter de la découverte du vice. »

- Si ce Produit Gigaset Communications et ses composants présentent des vices de fabrication et/ou de matière dans les 24 mois suivant son achat neuf, Gigaset Communications procédera à sa réparation ou le remplacera gratuitement et de sa propre initiative par un modèle identique ou par modèle équivalent correspondant à l'état actuel de la technique. La présente garantie n'est valable que pendant une période de 6 mois à compter de sa date d'achat neuf pour les pièces et éléments de ce Produit Gigaset Communications qui sont soumis à l'usure (par ex. batteries, claviers et boîtiers).
- La présente garantie n'est pas valable en cas de non-respect des informations contenues dans le mode d'emploi, ou en cas de dommage manifestement provoqué par une manipulation ou une utilisation inadéquate.

Certificat de garantie

- La présente garantie ne s'applique pas aux éléments et données fournis par le vendeur du Produit Gigaset Communications, ou installés par le Client lui-même (par ex. l'installation, la configuration, le téléchargement de logiciels, l'enregistrement de données). Sont également exclus de la présente garantie le manuel d'utilisation ainsi que tout logiciel fourni séparément sur un autre support de données, ainsi que les Produits Gigaset Communications dotés d'éléments ou d'accessoires non homologués par Gigaset Communications, les Produits dont les dommages sont causés volontairement ou par négligence (bris, casses, humidité, température inadéquate, oxydation, infiltration de liquide, sur-tension électrique, incendie, ou tout autre cas de force majeure), les Produits Gigaset Communications présentant des traces d'ouverture (ou de réparation et/ou modifications effectuées par un tiers non agréé par Gigaset Communications), et les Produits envoyés en port dû à Gigaset Communications ou à son centre agréé.
 - La facture ou le ticket de caisse comportant la date d'achat par le Client sert de preuve de garantie. Une copie de ce document justifiant de la date de départ de la garantie est à fournir pour toute mise en œuvre de la présente garantie. Un justificatif d'achat doit au moins comporter le nom et le logo de l'enseigne, la date d'achat, le modèle concerné et le prix. Le Client doit faire valoir ses droits à garantie dans les deux mois de la découverte du vice du Produit, sauf disposition impérative contraire.
 - Le présent Produit Gigaset Communications ou ses composants échangés et renvoyés à Gigaset Communications ou son prestataire deviennent propriété de Gigaset Communications.
 - La présente garantie s'applique uniquement aux Produits Gigaset Communications neufs achetés au sein de l'Union Européenne. Elle est délivrée par Gigaset Communications France SAS., Energy Park, 132/134 boulevard de Verdun, Bât 7, 5ème étage, 92400 Courbevoie.
 - La présente garantie représente l'unique recours du Client à l'encontre de Gigaset Communications pour la réparation des vices affectant le Produit Gigaset Communications. Gigaset Communications exclut donc toute autre responsabilité au titre des dommages matériels et immatériels directs ou indirects, et notamment la réparation de tout préjudice financier découlant d'une perte de bénéfice ou d'exploitation, ainsi que des pertes de données. En aucun cas Gigaset Communications n'est responsable des dommages survenus aux biens du Client sur lesquels est connecté, relié ou intégré le Produit Gigaset Communications, sauf disposition impérative contraire.
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 - Gigaset Communications se réserve le droit de facturer au client les frais découlant du remplacement ou de la réparation du Produit Gigaset Communications lorsque le défaut du Produit Gigaset Communications n'est pas couvert par la garantie. De même Gigaset Communications pourra facturer au Client les frais découlant de ses interventions sur un Produit Gigaset Communications remis par le Client et en bon état de fonctionnement.
- Pour faire usage de la présente garantie, veuillez contacter en priorité votre revendeur, ou bien le service téléphonique de Gigaset Communications dont vous trouverez le numéro dans le manuel d'utilisation ci-joint.

Logiciel Open Source

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Version 2, June 1991

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<signature of Ty Coon>, 1 April 1989

Ty Coon, President of Vice

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Version 2.1, February 1999

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