



LEMUR WARRANTY INFORMATION

WWW.JAZZMUTANT.COM

Warranty and Liability

Please check delivered goods for obvious defects. By opening the original packaging or downloading the product you accept copyrights as well as warranty restrictions. Should you find any defect of the merchandise during the **one-year warranty period**, and then **JAZZMUTANT at its sole discretion will either replace the merchandise or remove any defects**. Should we be unable to do so within an acceptable period of time, you are entitled to cancel your order. We are liable for the culpable breach of fundamental contractual obligations (so-called cardinal obligations) and the absence of any promised qualities. Otherwise, we are liable only within the limits set by applicable liability laws or - for whatever legal reason - when any damages were caused with intent or gross negligence by us or one of our affiliates. Neither our affiliates nor we are liable in any case not described above. In case of culpable breach of cardinal obligations without intent or negligence on our part, our affiliates or we will be liable only to the extent of typically foreseeable damages and not for damage not incurred to the delivered merchandise itself. The risk of loss is transferred to you once the merchandise has been sent to you. This also applies with part deliveries. If you are buying software via electronic delivery (Instant Delivery), we carry the risk of loss until the software has been fully transferred to your computer.

Your Rights

The customer's rights concerning refunds of all or part of a payment are valid only when such rights were legally confirmed or were accepted by us in writing. The orderer's right to retention is valid only provided claims are based on the same contract. The preferred method of written communication is email and is held to be equal in status to letters transmitted through the postal service. The term "correspondence" below is taken to include email. Deadlines are taken, insofar as is not otherwise mutually agreed, to always mean the date of receipt by the recipient. As far as email is concerned, the date of receipt is considered to be the date of dispatch. If there is disagreement about the date of dispatch, the time of receipt is taken as the receipt of the message on the target email server.

Applicable laws and court of jurisdiction

The law of France applies in exclusion of UN buying law, even when the order is placed in another country or the order is to be delivered into another country. If you are resident outside France, or if your usual place of abode is outside France, the court of jurisdiction for all claims in relation to your order is in Bordeaux, France. In the event of a legal dispute, the official address is JAZZMUTANT, 2 allée du Doyen Georges Brus, 33600 Pessac, France.