



## WARRANTY

The Seller guarantees, for a period of 24 (twenty-four) months from the delivery, as governed by the “Delivery” clause 5 of the Terms and Conditions, that:

- (i) the Products are free from defects in material and workmanship;
- (ii) the Products comply with the requirements specified in the detail list contained in the Seller’s order confirmation and expressly agreed as binding between the parties;
- (iii) the Products are not subject to efficiency variation over  $\pm 10$  (ten)%, which shall be deemed as the usual tolerability.

Exception made for any different written agreement between the Parties, the Seller does not guarantee the compliance of the Products with the laws, if any, in force in non-EU countries where the Buyer will use and/or market the Products.

Within 24 months from the date of delivery of the Products to the Buyer and subject to the regular payments of the Buyer and to the Buyer’s claim according to the provisions set forth by the following Section 9(Claims) the Seller shall replace or repair, free of charge, except for transport expenses, any defective Product.

The guarantee set forth under this article is not effective in case of lack of compliance or the defects of the Products are due to their incorrect installation and/or assembly, to abnormal usage conditions or to usages different from those indicated by the Seller and to which the Product is intended, to defective maintenance, to inappropriate conservation or storage or to the normal wear, to unsure or uncompleted information provided by the Buyer, to modifications of the Products required by the Buyer and to all the actions in general from the Buyer or third parties on the same Product.

The only guarantee granted by the Seller is the guarantee set forth under this article, that absorbs and supersedes any other contractual or legal guarantee for defects or lack of quality or operating. Namely, in no case the Seller shall be held liable for damages, including any indirect damages and/or loss of profit which the Buyer may suffer arising out of or caused by defective Products such as, but without limitation to, cancellation of orders by Buyers, penalties for late deliveries, forfeitures or indemnification of any nature.

### CLAIMS

The Buyer shall examine the Products promptly and with due diligence and care at the time of the delivery of the Products.

In order to use the guarantee provided for above, whether, at the delivery, the Buyer deems that the Products are defective or not in compliance, the Buyer shall, under penalty of forfeiture, expressly formulate a written reserve at the moment of the delivery of the Products, immediately informing the Seller, it being understood that the Buyer shall be responsible to carry out the controls necessary to identify said defects or lack of compliance at the moment of delivery.

In case the defect or the lack of compliance are not recognizable at the moment of delivery, the Buyer shall, under penalty of forfeiture, inform the Seller within 8 (eight) days from the date in which the defect or the lack of compliance have been discovered, or should have been discovered on the basis of the ordinary diligence. Notices by the Buyer shall be made in writing and shall contain a full description of the defects and faults, and the indication of the details of the supply (in particular, date and order number, date of delivery, date and number of the invoice, lot number where applicable).

Upon expiration of a 30-days term from the date of the delivery of the Products without the Buyer claiming for Products missing or not conforming, the delivered Products shall be deemed as constructively and conclusively accepted by the Buyer. The defects of the Product, if any, communicated to the Seller accordingly to the formalities set forth under this article shall be recognizable and assessable by the Seller in the normal usage conditions.

In no event shall the Seller be responsible for failures, defects or any lack of conformity of the Products upon elapse of 24 months from delivery and the Buyer shall not be entitled to claim any compensation after the expiration of such period of time. The Buyer shall keep the defective Products in separate storage at its own expenses and shall allow the Seller to inspect such Products at any reasonable time. Upon written request by the Seller the Buyer shall return to the Seller the defective Products at Buyer’s own costs.

**The above shall not be considered as full Terms and Conditions of the Warranty. A full copy of the Terms and Conditions of the Warranty can be found at [www.meccalte.com](http://www.meccalte.com).**