

# WARRANTY

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- 1) Pedrollo S.p.A. grants its Customers a warranty for the proper functioning of the Products against manufacturing and material defects for a period of twenty-four (24) months from the date of purchase, to be evidenced by proper fiscal documentation. The warranty is, in any case, subject to the following conditions:
  - a) a) the warranty applies exclusively to Products purchased directly from Pedrollo S.p.A. or its authorized resellers.
  - b) b) the Products must be installed by technically qualified personnel, as they are not designed to be installed by the general consumer.
- 2) The warranty shall in any case exclude:
  - a) malfunctions or damage caused by incorrect electrical connections, lack of adequate protection, defective assembly, improper handling or lack of care in the execution of installation.
  - b) damage caused by corrosion or abrasion of materials resulting from the use or pumping of liquids unsuitable or different from those intended.
  - c) malfunctions caused by installations not carried out in accordance with proper technical standards.
  - d) malfunctions or damage to the Products resulting from overloading beyond their rated limits.
  - e) malfunctions or damage resulting from normal wear and tear of the Products.
- 3) If the warranty applies, Pedrollo S.p.A. undertakes to repair or replace the defective Product at its own premises or at an authorized service center, excluding any claim for compensation or indemnity.
- 4) The Product deemed defective must be delivered to one of the premises of Pedrollo S.p.A., subject to its prior express authorization, carriage paid or to the premises of an authorized service center. Pedrollo S.p.A. reserves, at its sole discretion, the choice between repair or replacement. Following repair or replacement, if the warranty applies, the Product shall be returned to the Customer carriage paid.
- 5) The warranty shall also not apply in the following cases:
  - a) failure or delay payment of the amounts due by the Customer.
  - b) tampering with the Product by unauthorized third parties.
  - c) failure to notify the defect and/or malfunction within the strict term of eight (8) days from discovery.
- 6) The Customer acknowledges that Pedrollo S.p.A. does not make direct sales to buyers qualifying as “consumers” pursuant to the legislation on the sale of consumer goods under Legislative Decree No. 206/2005. The warranty terms set forth in this Article shall apply exclusively to Customers who have purchased the Products directly from Pedrollo S.p.A., expressly excluding any rights or claims of end users or third parties who do not have a direct contractual relationship with Pedrollo S.p.A. In the event of resale of a Product by the Customer to a final buyer qualifying as a consumer, Pedrollo S.p.A. grants the Customer a right of recourse in accordance with the aforementioned law under the following conditions, under penalty of forfeiture, without prejudice to the warranty conditions set out above:
  - a) Pedrollo S.p.A. must be informed, by means ensuring proof of receipt, within the strict term of eight (8) days from the first complaint by the consumer.
  - b) Pedrollo S.p.A. must be informed, by the same means and within the same term referred to above, of any extrajudicial or judicial action taken by the consumer.
  - c) the right of recourse shall be granted only if Pedrollo S.p.A. acknowledges or it is judicially verified that the consumer’s complaint was timely and that the warranty applies in accordance with the warranty conditions set forth in the preceding articles.
- 7) Without prejudice to any mandatory provisions of applicable law, Pedrollo S.p.A.’s liability for damages arising from defects in the Products shall not exceed the value of the individual defective Product that gave rise to the damage, as reflected in the invoiced sale price or, if not available, from the applicable price list. In no event shall Pedrollo S.p.A. be liable for indirect or consequential damages, loss of profit, loss of production, or loss of goodwill, except in cases of willful misconduct or gross negligence.