

GENERAL WARRANTY TERMS AND CONDITIONS

The warranty is issued by Neri S.p.A. solely to the user who has purchased directly from Neri S.p.A. or from any authorized dealer any brand new product listed in the catalogues and price lists of Neri S.p.A. This warranty is neither transferable nor assignable to third parties.

This warranty is the sole warranty issued by Neri S.p.A. in relation to its products. In no case shall any other representation or warranty of third parties be binding on Neri S.p.A.

Neri S.p.A. guarantees the absence of defects and the performance of its products solely and exclusively on condition that the products are used in accordance with their intended uses, destinations and applications, as expressly indicated by Neri S.p.A. in the product's instruction manual and/or in their datasheet.

The product warranty lasts for 2 years (24 months) as of the date of invoicing.

Any claim must be communicated in writing to Neri S.p.A. within and no later than the following terms, failing to do so will result in the lapse of the warranty and in warranty rights being time-barred:

- a) 8 (eight) days from the delivery of the products to the purchaser, in case of patent defects;
- b) 8 (eight) days from the discovery and/or the occurrence of the defect, in case of hidden defects.

Together with the claim, the purchaser must provide Neri S.p.A. also with a copy of the purchase invoice indicating the date of delivery, a description of the fault (if possible accompanied by photos of the defect) and the indication of the number of defective products. In case Neri S.p.A. ascertains that the products are actually defective, Neri S.p.A. shall repair or replace, at its discretion, the defective product/s within a reasonable time of receiving the claim.

The return of any defective products shall be accepted by Neri S.p.A. only if authorized beforehand in writing. Said products must be correctly sent, suitably packed and sent by prepaid shipment.

The warranty does not cover any other expenses incurred by the purchaser as a consequence of product defect. For exemplification purposes only, Neri S.p.A. shall not take on the cost for collecting the defective products at their place of installation (dismantling costs included) nor shall it bear the shipping cost for delivering the repaired or replacing products to the purchaser.

In the event of claims concerning the appearance of rust, where said claim is ascertained by Neri S.p.A. as not caused by negligence or errors during the assembly, transport and/or handling stages, Neri S.p.A., at its own expense, shall only deliver to the purchaser at the purchaser's premises appropriate quantity of special paint and relative instructions for repainting the product in question. Any other form of compensation or reimbursement of damages is expressly excluded.

This warranty does not apply if the defect is not directly attributable to Neri S.p.A. including, without limitation, all cases where the defect has been caused by :

- damages occurred during transportation (scratches, dents, faults, etc.);
- installation, use and/or maintenance of the products not correctly performed or not performed in accordance with the instructions provided by Neri S.p.A.;

- other causes that are not ascribable to Neri S.p.A. including but not limited to repairs or modifications not previously authorized by Neri S.p.A., tampering, knocks, vandalism, misuse, accidents or acts of God.

This warranty is in substitution for, and excludes, any other warranty, express or implied, set forth by the law or otherwise, and therefore the above remedies are the sole warranty rights and remedies granted to the purchaser. Any other liability of Neri S.p.A., which may in any way arise from or in relation to the supply of defective products, both in contract and in tort, is expressly excluded.

In particular, the purchaser shall not be entitled to claim the reimbursement of any damage nor shall it be entitled to claim price reductions or to terminate the sale contract. Under no circumstances shall Neri S.p.A. be liable for indirect or consequential damages or loss of profits.

Neri S.p.A. reserves the right to discontinue and/or modify any of the products in the catalogue, without prior notification, for the purpose of improving products and/or for marketing and/or production purposes.

Neri S.p.A. shall not be liable for any damage which, directly or indirectly, may arise out of failure to observe all instructions included in the operation manual or in leaflets and catalogues pertaining, in particular, the warnings relating to the assembly, installation, use and maintenance of the product, and/or as a consequence of any product's use that does not comply with the diligence required by the nature of the product itself.

The court having jurisdiction shall be exclusively the court of Forlì with the express exclusion of any other court.