

WARRANTY CERTIFICATE

Warranty terms and conditions for Dieffebi products

The warranty for Dieffebi products (the “Products”) purchased and invoiced for professional use should be requested directly to Dieffebi Spa, via Palù 36, 31020 San Vendemiano TV Italy - e-mail: venditeitalia@dieffebi.com or exportsales@dieffebi.com - tel. +39 0438 4715

WARRANTY TERMS

- a) For a period of 24 (twenty four) months from the date shown in the Ex Works delivery note (the term “Ex Works” is to be interpreted according to the INCOTERMS® ICC 2020), Dieffebi shall bear responsibility for any lack of conformity of the Products due to reasons attributable to Dieffebi. In case of Products found defective, Dieffebi shall only be bound, at its sole option, to either replace such defective Products at no charge to the customer, or refund the purchase price. Replacement Products shall be shipped to the customer at Dieffebi’s sole expense while the replaced ones shall be disposed of by the customer according to Dieffebi’s instructions. The customer shall promptly and carefully inspect the Products upon receipt. Any defects in Products must be notified in writing to Dieffebi promptly and in any case no later than eight (8) days of discovery of the defect and within the warranty term, specifying the nature of the defect and the circumstances of its discovery. Failing such timely notification, the customer’s right to claim defects in a Product will be forfeited.
- b) No warranty shall apply if the customer is not up-to-date with payments, or has not installed Products in full compliance with the user and maintenance manuals, or has modified or damaged Products, or has used them for purposes different from their normal destination, as well as in any other cases where damages or improper functioning are caused by fault or negligence of customer, its personnel or third parties, including but not limited to improper installation, maintenance, repairs, or by Force Majeure events. “Force Majeure” events shall include, but shall not be limited to the following: strikes or labor disputes; inability to procure raw materials, parts, components, accessories or power supply; war or other violence; any law, order, proclamation, regulation, ordinance, demand or requirement of any government agency; pandemics or epidemics; or any other act or condition whatsoever beyond the reasonable control of the parties hereto. Dieffebi’s warranty does not cover any damages occurring to parts subject to wear and tear, or caused by improper storage

whenever Products are in whole or in part stored by customer before installation, use or resale to the final customers. Furthermore, no warranty shall apply if the defects have not been promptly notified in writing within the warranty period, describing the defects in details; or in case the Products have not been paid for in full. The customer further understands and agrees that certain parts, components or accessories for the Products may be subject to third parties' warranties, which may be different from the warranty terms hereunder. Dieffebi will inform the customer about such third-party warranties. Dieffebi does not guarantee the availability of all original parts, components or accessories for the Products throughout the whole term of the warranty hereunder, however Dieffebi shall ensure that replacement parts have the same functionalities as the replaced parts. Dieffebi reserves the right to bring changes to the Products parts, components or accessories for the purpose of improving the Products without altering their essential features.

- c) The warranties and the remedies granted according to this document are the sole warranties and remedies offered to the customer and replace any other kind of warranties, express or implied, provided for by contract, law or commercial customs, and all such other warranties are hereby expressly disclaimed and excluded. Warranty claims may only be sent by the customer, Dieffebi may not accept any direct claims from third parties, not even from the customer's customers.
- d) In no event, and for no cause or reason, may Dieffebi be held responsible or liable for damages or losses of any kind, whether direct, indirect, consequential, incidental, special or else, arising from the supplied Products, except in the cases of Dieffebi's proven fraud and gross negligence or as otherwise provided for by mandatory Italian law provisions.
- e) The customer may not suspend or delay payments for any reason or cause, nor may the customer claim damages or reduction of the Products' price. The customer may not offset any payment due to Dieffebi with any sums that the customer reckons it should receive for any reason.
- f) This warranty is governed by Italian laws. The courts of Treviso shall have the exclusive jurisdiction on any and all disputes.