

## STANDARD WARRANTY TERMS AND CONDITIONS

Nuova Fima Spa offers its services only in the respect of the following warranty conditions:

### SUPPLY CONFORMITY EXAMINATION

- a.* The customer must examine the supplied goods when delivered in order to verify they are conform to the order as far as quality and quantity are concerned.
- b.* Nuova Fima must be informed if any defect is found through a written letter which can be also sent by fax within 8 working days (eight) starting from the date of delivery specifying and describing the defect which has been detected.
- c.* No compliance from the customer will be accepted after installation and/or use of the supplied product even before the above mentioned time limit.
- d.* If the final destination of the supply is different from that of the purchaser's headquarter and if he has no possibility to examine it, the good can be examined when delivered to the real final destination.
- e.* In this case the last term accepted by Nuova Fima for any compliance will be the last delivery date.
- f.* Nuova Fima agrees to replace the defective product or to return the amount paid by the customer.

### CLAIMS REPORT

- a.* The purchaser must bring to attention the products defects as soon as possible in order to prevent any damage. In any case the claim must be reported within 8 (eight) working days from when they are discovered describing the complaint and reporting evidence of when the products have been installed or sold to a third party.
- b.* Within 5 (five) working days at the most NUOVA FIMA will agree with the customer the terms and the conditions for the products' and/or the equipment's examination involved in the compliant.
- c.* If the products and/or the equipment have already been sold to a third party the purchaser must enclose the compliant report issued by the final purchaser to his report.
- d.* If the purchaser does not respect the terms described in point "a" he loses any right to obtain any assistance from Nuova Fima.
- e.* At the customer's claim report reception, NUOVA FIMA will declare if it is advisable that the products have to be examined where they are or if they have to be sent to Nuova Fima headquarters or to another repair site in order to be examined or repaired.
- f.* In case NUOVA FIMA finds any defect in the supplied products and/or equipment will repair them or replace them at its sole discretion.
- g.* In case the customer sent a complaint report but no workmanship defect is detected on the product or equipment, all the costs paid by Nuova fima will be charged to the customer.
- h.* The costs of the products shipment from and to Nuova Fima after a compliant report will be paid by the customer. The shipment costs will be refunded to the customer if Nuova Fima declares that the defects claimed really exist.
- i.* In any case Nuova Fima will be charged exclusively for the shipment costs of the products and/or the equipment from the place of delivery to its headquarters.
- j.* The purchaser will be charged for any further cost such as the Custom's taxes.



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- k.** NUOVA FIMA is responsible exclusively for defects of products and/or equipment used and/or installed in conformity to the specific technical instructions regarding them.
- l.** NUOVA FIMA is not responsible for defects caused by bad maintenance, by mounting procedures which are not performed in conformity with the technical specifications or by repairs made by a third party not expressly authorized by Nuova Fima or in case the products or equipments are modified without a written authorization of Nuova Fima.
- m.** In any case NUOVA FIMA is not responsible for usage and/or deterioration of its products and/or equipments if they are not used in conformity with the indications and characteristics of the product itself.
- n.** Nuova Fima's responsibility is limited to defects appearing within one year from the delivery date.
- o.** NUOVA FIMA is explicitly not responsible for any damage caused by any possible irregularity of the products and/or the equipments including a drop in the production, a stop in the profit and/or any other indirect damage.