

## WARRANTIES

The Products are covered by a warranty for defects in material and manufacture for a period of 12 months as of the delivery or as faculty of the Seller until 2000 Product's working hours from the installation. In case of any sort of malfunction of the Products during the warranty period, the Seller shall take any possible step in order to guarantee the correct functionality of the Products or in alternative, at its discretion, can define in writing with the Client other different methods to resolve the issue, being expressly excluded and waived any other right or claim by the Buyer also as compensation for direct and/or indirect damages or cost repayment borne by it (such as recovery, technical assistance, recalling costs, etc.). The substitution of the Products is considered as a final solution.

Any defectiveness or non-compliance of Products shall be reported by the Buyer by writing to the Seller - in order to be valid - within 8 days from receipt of Products; any hidden defects shall be reported by the Buyer by writing to the Seller - always in order to be valid - within 8 days as of the relevant discovery. It being understood that Lattuada will not be responsible for any defect even though hidden, being notified in writing, after 12 months of the delivery of Products. The warranty does not apply where the defects identified are due to the Buyer's negligence and/or to the use of Products being not compliant with the information and explanations in any case gave by the Seller, technical provisions, to incorrect design, application, assembly or manufacture of the facilities in which they are installed, to incorrect maintenance carried out by unauthorized personnel, to improper cleaning since it is made with materials and manners being not suitable, to incorrect storage, handling and transport, to improper or imprudent use, also in the event of electrical system and its capacity being not suitable, or to circumstances that in any case cannot be related to the production defectiveness by the Seller. It is understood that are not covered by the warranty: deficiencies and defects resulting from normal wear and tear of those components which by nature, are subject to rapid and continuous wear: deficiencies caused by the use of tools and accessories not supplied directly by the seller. Unless otherwise provided, during the warranty period labor costs solely for the period of servicing will be borne by the seller; if the request of the client concerns the replacement of a specific component the Buyer at its cost, is responsible for sending the defective component covered under the guarantee to the seller for repair or replacement. In the event repair or replacements must be performed where the machine is installed, any travel and lodging expenses incurred by the personnel will be paid by the purchaser.

The Product is comply to the laws of the Country on which it is manufactured. Every implied warranties is expressly denied. The Manufacturer will not be liable to purchaser or any third party for any consequential, incidental, special or indirect damages, lost profits personal injury or other losses or damages whatsoever of purchaser or any third party in any way relating to any products or otherwise arising out of or related to this agreement, including but not limited to damages for loss of profits, revenue, goodwill or use, incurred by purchaser or any third party. Such provisions are forfeited in the event of non payment or variation of the agreed upon terms of payment within 30 days of the date of shipping. The above

provisions has considered as expressly approved also with the integral or partial execution of the sale agreement. Such terms of warranty are not applicable in case of the payment of the Products are not integrally completed.