



WARRANTY

ARTICLE 1 - WARRANTY STATEMENTS

The present warranty refers to all Mechanical Devices manufactured by "Deserti Meccanica s.r.l." and has a validity of 24 (twenty-four) months (i.e. 2 years), according to the calendar in force in the European Union, starting from the date of the sale to the Client and will expire at that time and is the only warranty granted by Deserti Meccanica, as this warranty is regulated by the Italian law. Any other warranty - different from this one – issued by authorized dealers or third parties will not be binding or will be effective against Deserti Meccanica.

The date of purchase must be proven by the shipping document issued by Deserti Meccanica or by another equivalent document that shows the name of the purchaser (hereinafter referred to as the "Client"), and the description of the Mechanical Devices supplied, accompanied by the appropriate identification codes.

ARTICLE 2 – OBJECT OF THE WARRANTY

If within the warranty period, defects and/or factory vices and/or discrepancies in the Mechanical Devices manufactured by Deserti Meccanica are found and communicated by the Client, the latter shall repair them, (if possible), or replace them completely, without any additional costs for the Client.

As a result of the warranty provided, Deserti Meccanica shall replace free of charge the defective and/or non-conforming Mechanical Device, or repair free of charge the component parts of the Mechanical Device, recognized as defective at the origin due to manufacturing defects and/or vice, with the express exclusion of any other liability, regarding both contractual or non-contractual, both direct or indirect damages caused to the direct Client of Deserti Meccanica, or to the Client's customers.

ARTICLE 3 – RULES OF COMPLIANCE

Deserti Meccanica guarantees that the Mechanical Devices are projected and manufactured in accordance with the standards, regulations, and laws in force in Italy and the European Union and it recommends that they shall be installed in equipments and machinery made according to the best international standard construction criteria, and installed and put into normal use, with regard to climatic and environmental conditions, and to sudden changes in electrical current.

Deserti Meccanica recommends that the Mechanical Devices shall installed and used in accordance with the conditions and requirements contained in the instructions for use and maintenance manuals provided by Deserti Meccanica. Any improper use of the Mechanical Devices or the use contrary to the conditions and requirements set forth in the instructions for use and maintenance manuals relieve Deserti Meccanica from all kinds of liability, including damages that may occur to persons and/or things.

ARTICLE 4 - CASES OF EXCLUSION OF THE WARRANTY

The present warranty shall not be valid and thus not applicable in the event of damage caused by neglect, use or because of the wrong installation of the Mechanical Devices in a manner inconsistent with the instructions provided by Deserti Meccanica, or in the cases of tampering or unauthorized modifications made to the Mechanical Devices, or in cases reparations have been made incorrectly or by unauthorized person or by unauthorized workshops or with non-original spare parts, as well as Deserti Meccanica shall not be liable for damages caused by accidental events or negligence of the Client, or in cases that Client fails to perform a reasonable and appropriate maintenance.

The present warranty shall also not apply if the Mechanical Devices and/or the machine system where they are installed are placed in a different operating condition from that envisaged, or in case of improper use.

After the warranty period has elapsed, the assistance services will be carried out by charging the replaced parts, labor, and transport costs, according to the rates in force.

Deserti Meccanica declines all responsibility for any damage that may result, directly or indirectly, from the non-compliance with all the prescriptions indicated in the instructions for use manuals and concerning the warnings regarding the installation, use and maintenance of the Mechanical Devices.

Since these are Mechanical Devices whose conditions of use and maximum resistance cannot be precisely determined in advance, the Client is aware that it considers only the application aspect to be prevailing and decisive in determining the degree of resistance of Deserti Meccanica's Mechanical Devices, and that it alone is able to determine whether that particular type of mechanical device is suitable for performing that function.

ARTICLE 5 - PROCEDURE FOR ACTIVATING THE WARRANTY

Any claim under the present warranty must be notified to Deserti Meccanica in writing by email or by courier, within 10 days after the discovery of the alleged defect and/or vice and/or discrepancy and must include the specification of the type of Mechanical Device, the code on sale invoice, the serial number of the item, proof of the purchase, and a description of the alleged defect and/or vice and/or discrepancy.

Deserti Meccanica, after evaluating the problem, shall determine whether the claim is covered by this warranty, and at its own discretion, shall determine whether the Mechanical Device must be replaced or repaired and at the same time shall provide information on how to ship it; once it has received the allegedly defective Mechanical Device, it shall proceed to inspections, testing and other type of most appropriate checks and only in the event of the real presence of the claimed defect and/or vice and/or discrepancy, it shall only in the event of the actual presence of the alleged problem, will replace or repaired it, and return the new or repaired Mechanical Device to the Client at its own care and expense.

If Deserti Meccanica determines that the conditions for applying the warranty are not met, it shall draw up a report to be forwarded to the Client, and send the Mechanical Device back to the latter, charging it for the relative costs.

ARTICLE 6 - JURISDICTION

The Court of Bologna (Italy) shall have exclusive jurisdiction in any action arising out of or in connection with the present warranty.