

## **WARRANTY TERMS AND CONDITIONS**

1. Padoan S.r.l. (hereafter "Padoan") warrants its products against design and manufacturing defects. The products covered by the warranty are manufactured according to the legislation in force in Italy. This guarantee, without prejudice to any applicable mandatory laws, is the only warranty provided by Padoan in relation to the products sold by Padoan.

The term of this warranty for each product sold is 12 (twelve) months with effect from the date of receipt of the products by the end user, however not more than 24 (twenty four) from the delivery date from Padoan to the Customer.

2. Padoan warrants the total or partial repair or replacement, (at their sole discretion) (for e.g.: only tank, only supports, only straps), of the product for which faults are ascertained, subject to the provisions of article 3. It is understood that the repair or replacement of the product or its components do not cause the warranty to begin again.

It is however understood that this warranty does not apply if any work has been carried out on the products by the Buyer or any unauthorised third parties.

3. To enforce this warranty, the Buyer must report in writing by registered letter with return receipt, e-mail or fax, the defects detected in the products to Padoan within the following term, under penalty of forfeiture, and in any case no later than the deadline indicated in paragraph 1:

a) product defects which cannot be identified though thorough inspection upon receipt (so called hidden defects) must be reported to Padoan within 8 (eight) days from the date of their discovery;

b) if the goods are sent by carrier prepared by Padoan, the Buyer upon receipt of the goods shall write on the transport document "receipt of good subject to verification of the contents" and report any discrepancies within the period of 2 (two) days from the date of goods receipt;

c) product defects that are detectable by means of a thorough inspection upon receipt (so called apparent defects) must be reported to Padoan within 8 (eight) days from the date of receipt of the goods.

4. Within the same period referred to in articles 1 and 3, the Buyer must also contact their trade contact at Padoan S.r.l. on telephone no. +39 0422362172 Fax +39 0422469770 or e-mail postsales@padoan.it. Padoan will send the appropriate electronic form for "non-compliance" by e-mail or fax, which must be returned duly and fully completed by the Buyer with attached photographs proving the defect.

Once the "non-compliance" procedure is started, the product for which the defect is claimed must be, on Padoan's request, sent by the Buyer carriage paid to the plant of Padoan S.r.l. in Olmi in San Biagio di Callalta (Treviso - Italy), via delle Risorgive 20, at the Buyer's risk and expense, within 8 (eight) days from the date of issue of the acceptance report of goods return, which must be provided in copy by the customer, together with the transport document.

Where the defect and the terms and conditions of the warranty are ascertained, the product will be at Padoan's discretion, repaired or replaced, as specified in paragraph 2, and sent, free of carriage to the Buyer's central warehouse, at Padoan's risk and expense.

If Padoan establishes that the defect is not attributable to it or that the warranty is not deemed applicable, they will identify the defect and will inform the Buyer. In this case, any repair or replacement of the product or its components shall only occur following specific assignment by the Buyer and confirmation of the cost quotation proposed by Padoan for the work.

5. Padoan guarantees the supplementary trade accessories to the products (for e.g. caps, filter units, etc.,) for the same duration as the products provided by it. Consumables (such as filter cartridges, screws, gaskets, level indicators) are not covered by any warranty.

6. This warranty also does not cover faults, defects or damage caused by product, negligence or careless use, normal wear, failure to follow installation instructions and/or maintenance of the product, as well as damage/transport defects, or damage due to circumstances that cannot be traced to manufacturing and/or design defects.

This warranty also does not cover damage to painting caused by events that are not attributable to manufacturing, such as for example: damage from knocks, scratches, accidental causes occurring in the period following manufacture.

7. Padoan S.r.l. accepts no responsibility for any direct or indirect damage that may result to persons or and/or property of the Buyer and/or third parties as a result of non-compliance with the provisions specified by Padoan and in particular the warnings regarding installation, use and maintenance of the products

8. The obligations assumed by Padoan under this warranty (to repair or replace the product in the cases and under the conditions set forth above) encompass and substitute the warranties or liability provided by law. Any other liability by Padoan is hereby expressly excluded to the extent permitted by law, (contractual and non-contractual) which may arise from the products supplied and/or their resale (for e.g. compensation for damages, lost profits, termination of the contract, etc.).

Padoan cannot, inter alia, be considered in any way responsible for any expenses of any kind (labour, painting, downtime, production stops, etc.) incurred by the Buyer, and therefore rejects any request for additional compensation through invoices or debit notes. In any case, Padoan's liability is intended as limited to the damage that could objectively be predictable and, however, to the price paid by Buyer for the Products, to the exclusion of any other damage.

9. The contracts concluded by Padoan and this warranty are governed exclusively by Italian law;

10. Any disputes arising from the application of this warranty will be referred to the exclusive jurisdiction of the Court of Treviso (Italy).