

# GENERAL CONDITIONS PROCUREMENT CONTRACT



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## 11 • WARRANTY FOR NON-COMPLIANCES, FLAWS AND DEFECTS OF WORKS AND RESPONSIBILITIES

### 11.1 WORK WARRANTY

Signing the handover certificate and warranty beginning (attachment B), regardless of the functional technical test in art. 10, the work will be deemed approved and accepted by the Customer pursuant to art. 1665 c.c. and will begin from the date of report the guarantees of law, obviously only for the vices so hidden or silenced by the Contractor, provided that the expected payments have been fully honored.

The guarantee ex art. 1667 Civil Code is only active for the work performed for flaws and/or defects so-called occult or for discrepancies between project and realization.

Any flaws and/or defects or implant breakages - if covered by warranty - must be reported in writing to the Contractor within and no later than 60 days from their discovery. Anyhow, they don't constitute a valid reason for interrupting the agreed payments in art. 13 of this contract.

In case of a timely report of flaws by the Customer, the Contractor undertakes to carry out, at his own expense, the repairs of those should be faulty, within the limits of this warranty and if it is established that the anomaly is due to construction defects. Repairs carried out outside the guarantee will be charged to the Customer as costs of related, travel, meals, accommodation, transportation, labor and technical transfer.

The Contractor's responsibility for this warranty is strictly limited to repair or, at his incontestable discretion, the replacement of defective parts, with the exclusion of any other responsibility for any direct and/or indirect damage (including any direct /indirect and/or consequential loss of profit).

The Contractor is relieved from any emerging damages or loss of profits incurred by the Customer during the time necessary for the repair and/or replacement under warranty, therefore no damage and/or compensation may be requested to the Contractor for failure use of works in that period (period to be intended from the date of discovery of the flaw and the date of completion repairs).

In case of repair and/or replacement at the Contractor's factory, goods will travel in charge to the Customer.

After putting into service, the user manuals for the installed equipment are expected to be delivered.

The guarantee lapses if:

- the product has been used outside the operating conditions indicated by the Contractor;
- the material has been modified or manipulated by a person not authorized by the Contractor;
- technical service interventions during the warranty period are not carried out by the company or dealers designated and indicated from the Contractor;
- products for water chemical treatment are not compatible with those indicated by the Contractor in the user manual.

The warranty covers the defects of the manufactured articles and materials provided free of vandalism, force majeure or improper uses.

All components and/or accessories of normal wear and tear are excluded from the warranty (for ex. mechanical seals, bearings, lamps, lights and indicators, gaskets).

It is not covered by warranty any operation caused by: tampering and/or poor management, and/or incorrect management and/or maintenance, and/or improper use of the systems, products and works in general, accidental breakage, and/or negligent use, and/or putting into service without prior test by the Contractor.

Any kind of direct and/or indirect damages to works caused by the Customer or by third parties are not covered by this warranty. The Contractor is not responsible for any assembly performed by not designated personnel, in those cases this warranty does not work.

The cost of water and chemical products for the water treatment it's in charge of the Customer, whenever it is necessary the emptying, total or partially, of the systems for repairs or to carry out tests on behalf of the Contractor's technicians.

The parties expressly acknowledge and recognize that there are no other express or implied warranties except this warranty, which cannot be validly and effectively modified except by a specific written agreement.

The warranty ends at the legal deadlines expiring, even if the implants have not been assembled and/or installed for causes not dependent on the Contractor.

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## 11.2 WARRANTY ON THE GOODS SUPPLIED

The parties agree that the legal guarantee for each individual piece and / or goods supplied for the work execution (for example: headlights, lamps, electrical components, pumps, filters, etc ..), if not produced by the Contractor but purchased from third-parties, will not start from the date of delivery and acceptance of the entire work, but from the date of purchase of the goods at the supplier. In this case, the flaw or defect must be communicated by registered letter to the Contractor within the term of 8 days from their appearance, and this under penalty of forfeiture.