

## GENERAL TERMS AND CONDITIONS

### OF THE CONTRACTUAL WARRANTY OFFERED BY FAMI

Dear Client,

every product of Fami S.r.l. that you purchase is accompanied by a contractual warranty (the "Warranty") that is regulated in accordance with the terms and procedures specified below. In the following terms and conditions, "Customer" means anyone, whether a natural or legal person, that purchases products from Fami S.r.l.

#### **1. PURPOSE OF THE WARRANTY**

- 1.1** FAMI S.r.l. a sole shareholder company subject to management and coordination by C.IM.M. S.p.A., with registered office in Rosà (VI), Via Stazione Rossano 13 - Tax Code / VAT no. 03498610249 (hereinafter just "Fami") warrants its products (the "Products") to be free from original defects in design and/or manufacture (the "Defects").
- 1.2** If a Defect in the Product is reported by a Customer and ascertained in the manner herein specified (the "Defective Product/s"), the Customer shall have the right to have the Product repaired or, if the repair is impossible or excessively expensive, to the replacement of the Defective Products and a sum at the discretion of FAMI S.r.l.
- 1.3** When the Warranty is applicable, the repair or replacement of the Defective Products shall be carried out by Fami free of charge.
- 1.4** In case of replacement of a Defective Product, Fami shall retain such Defective Product.
- 1.5** The Warranty does not affect the rights provided for in Legislative Decree no. 206 of 6/9/2005, as amended (the "Consumer Code").

#### **2 WARRANTY APPLICATION CONDITIONS**

- 2.1.** The Warranty shall not be applicable if the price of the Products has not been fully paid, provided that, if the payment is to be made by instalments, the Warranty shall be immediately applicable and shall remain so as long as the instalments are timely paid.
- 2.2.** To activate the Warranty, the Customer must inform Fami, within the time limits set forth in articles 3 and 4 below, of any Defects found by means of a Complaint (the "Complaint") containing the information specified in art. 4 hereinafter. If the Complaint is made by telephone or videoconference, the Customer must confirm the Complaint by sending an e-mail to the following e-mail address: *pec@pec.famisp.it*, unless Fami has notified the Customer in writing that it has taken note of the Complaint.
- 2.3.** Once a Complaint has been made, the Customer must immediately refrain from using the Defective Products.
- 2.4.** Following receipt of the Complaint, Fami shall use its best efforts to ascertain the nature and extent of the Defects and to verify the timeliness of the complaint pursuant to art. 4 below. For these purposes, the Customer must make the Defective Products available for inspection, including through photographic documentation or videoconferencing systems. Where the Defective Product must be shipped to Fami's or one of its affiliates' factories, the shipping costs shall be charged to the Customer, subject to the rules of the Consumer Code.
- 2.5.** The repair of a Defective Product shall be carried out within a reasonable time given the extent of the defect.

#### **3 DURATION - COVERAGE PERIOD**

- 3.1** The Warranty period is as follows:

- if the Customer qualifies as "consumer" pursuant to the Consumer Code, the warranty period shall be of 5 (five) years from the Product purchase date, it being understood that "purchase date" means the invoice date;

- if the Customer is a legal or natural person acting in the performance of their business activity, the Warranty period shall be of 5 (five) years from the Product delivery date, it being understood that "delivery date" means the date on which the Products left Fami's warehouses to be delivered to the Customer.

**3.2** Upon expiry of the five-year term referred to in the previous article, the right of recourse provided for by art. 131 of the Italian Consumer Code, when applicable, shall be considered as definitely time-barred and inadmissible.

#### **4 TIME LIMITS AND PROCEDURES FOR SUBMITTING A COMPLAINT**

**4.1.** During the period of validity of the Warranty, any complaints regarding the packaging condition, quantity, number or external characteristics of the Products (apparent defects) must be notified to Fami in writing within 8 (eight) business days from the date of receipt of the Products; failure to comply with this deadline shall result in forfeiture of the Customer's related right.

**4.2.** Any complaints relating to defects that cannot be identified through diligent control upon receipt (hidden defects) must be notified to Fami within 8 (eight) days from the date the defect has been found; failure to comply with this deadline shall result in forfeiture of the Customer's related right. In this case, the Complaint must be submitted in writing by specifying the product code, the lot (if available), the delivery date and the nature of the defect.

#### **5 EXCLUSIONS AND LIMITATION OF LIABILITY**

**5.1** All defects resulting from the following causes are excluded from the Warranty:

- a) transport operations if not performed by Fami;
- b) failure to comply with ordinary maintenance procedures; negligent or careless use;
- c) failure to comply with the instructions provided by Fami for the use and/or storage of the Product;
- d) failure to comply with installation rules and any other indications or instructions provided in the technical notes supplied with the Product if the installation was not directly carried out by Fami;
- e) tampering, maintenance in general, interventions made by unauthorized personnel;
- f) abnormal or improper use of the Product, placing of the Product in damp, excessively hot or cold, dusty or aggressive rooms (presence of chlorine, lacquers, paints or other chemical and / or toxic agents) or in any other premises not suitable for proper storage of the Products, to the extent that such circumstances were documented to Fami prior to the purchase of the Products and Fami warranted that the Products could withstand such environments;
- g) aggravation of damage caused by use of the Products by the Customer once the defects have been detected;
- h) use of spare parts, components and accessories not original or not recommended by Fami (the replacement or repair of non-original parts may not be requested) and damage caused to the Product by use of said parts, components and accessories;
- i) anomalies or faulty operation of the power supply;
- m) corrosion, incrustation or breakage caused by stray currents, condensation, aggressive or acid water, improperly de-scaling treatments, sludge or limestone sediments;
- o) unforeseeable circumstances, force majeure such as frost, overheating, fire, theft, natural events (hail, tornadoes, lightning, floods, earthquakes), vandalism, accidents and other similar events.

**5.2** Fami shall not be held liable for any damage directly or indirectly caused to persons, property or animals, as a result of failing to comply with all the requirements set out in the installation, use and maintenance manual.

**5.3** Fami shall not be held liable for any indirect damage caused by a Defective Product, such as, without limitation, production downtime or failure to ship or transfer the Product to third parties.

**6 JURISDICTION**

For any dispute concerning the interpretation and performance of the Warranty, the Court of Vicenza, Italy, shall have exclusive jurisdiction, without prejudice to the mandatory rules of the Consumer Code.