

PRODUCT WARRANTY

Tecnogesa S.r.l.

Tecnogesa S.r.l. srl warrants its products against defects and manufacturing faults for 24 (twenty four) month from the date of the transport document/invoice issued by Tecnogesa S.r.l..

Warranty terms and conditions

- 1) The warranty does not cover faults or damage caused by the normal wear and tear of components, nor by natural causes or exceptional events, such as for example atmospheric lightning, electrical surges, problems in the electricity supply, excessive operating temperatures, mechanical stress and other possible anomalous destructive conditions.
- 2) In order to activate the Warranty, the customer must send a return request to Tecnogesa S.r.l. using the appropriate form (RMA), duly completed, taking particular care to list the information relating to the Customer (Company name, name of the person who identified the fault, telephone and fax numbers, or e-mail address) including the technical details related to the fault and the use of the product. If this information is not included the request cannot be taken into consideration.
- 3) Once the return authorisation has been obtained from Tecnogesa S.r.l., this – together with a copy of the request form and the product purchase invoice or a copy of the transport document, if the invoice has not yet been received – must be enclosed with the product returned.
- 4) The product to be returned must be packed in its original packaging, if possible, and in any case packed adequately to protect it from shocks and possible damage during the transport, on penalty of invalidity of the present warranty. Tecnogesa S.r.l. reserves the right to reject returned products that arrive inadequately packaged or at least packaged in a way that does not comply with Tecnogesa S.r.l.'s official instructions.
- 5) The returned product must reach Tecnogesa S.r.l. carriage paid; Tecnogesa S.r.l. reserves the right to reject returned goods not complying with this point. If the fault is due to a manufacturing problem and/or defect, Tecnogesa S.r.l. will reimburse the item's return transportation expenses, up to a maximum of €15.
- 6) Products shipped to Tecnogesa S.r.l. for replacement or repair under warranty, must be returned complete with all their parts, including any moving or detachable pieces, exactly as supplied; they must not be damaged, tampered with, disassembled or modified in any way.
- 7) The product must be used in conformance with the reference Standards relevant to such equipment and to the scope for which it was manufactured, as per the technical features described in the instructions that were enclosed with the product or, if not present, in the catalogue or other technical document supplied by Tecnogesa S.r.l.. The product must be installed by qualified personnel and in any case must not be used in plants in which any fault that occurs could be the cause, including not exclusively, of injuries or death. Tecnogesa S.r.l. does not assume any responsibility for improper installation or usage.
- 8) At its discretion and on the basis of the analysis of the fault or defect, Tecnogesa S.r.l. will undertake to repair, if possible, or replace any product found to have a manufacturing defect or fault, within 30 days after receiving the returned product, taking as reference the date of the carrier's delivery note.
- 9) Tecnogesa S.r.l. reserves the right not to carry out repairs that would prove too expensive in relation to the product price; in this case the faulty device covered by warranty will be replaced.
- 10) Should the returned faulty product prove to be normally operational and to satisfy all the specified technical specifications, or should the fault be due to causes excluded from this warranty, or should this guarantee be ineffective for any reason, Tecnogesa S.r.l. will apply a minimum processing cost, per returned device, of €50. Tecnogesa S.r.l. reserves the right to charge further expenses on the basis of the costs incurred to assess the returned product. The product will then be sent back to the Customer under freight collect terms.
- 11) The warranty service does not include preparing and forwarding a technical report to the Customer, which will be done only upon explicit request from the Customer. In this case Tecnogesa S.r.l. reserves the right to charge its costs, starting from a minimum lump sum of €50, up to a maximum amount to be determined on the basis of the resources used to prepare the said report.
- 12) If the customer requests that the returned item not be repaired, nor replaced, nor returned, the product, together with its parts, shall be stored by Tecnogesa S.r.l. for 30 days before being disposed of.
- 13) The warranty does not cover products that prove to be defective for the reasons mentioned in points 1, 4, 6, 7.
- 14) The warranty is limited to the value of the faulty product.
- 15) The warranty is granted exclusively by Tecnogesa S.r.l., c/o its offices at Ugnano (BG), Italy - 24059 – Via Curti, 1245 – tel. +39 035/893144 – fax +39 035/893160.
- 16) For legal purposes, the original Italian text of this English translation shall prevail. This is available at www.tecnogesa.it.
- 17) The Court of Bergamo shall have jurisdiction over any dispute.