

GENERAL WARRANTY CONDITIONS

RANDAZZO BENNE SRL warrants that under normal use also in accordance with the applicable prescriptions by RANDAZZO BENNE SRL, the Products shall, at the time of delivery to Buyer and for a period of 12 months from the date of delivery (or such other period as may be agreed upon in writing by the parties), be free from defects in material or workmanship and shall substantially conform to RANDAZZO BENNE SRL's specifications for such Product

Labor costs, (de)mounting and/or (de)installation are excluded from this warranty. Claims of defective Products shall be made within 8 days as from discovery pursuant and to the effects of section 1495 of the Italian Civil Code.

RANDAZZO BENNE S.R.L.'s sole and exclusive obligation, and Buyer's sole and exclusive right, with respect to claims under this warranty shall be limited, at RANDAZZO BENNE S.R.L.'s option, to (1) repair or (2) provide a replacement of the defective or non-conforming Product or (3) to an appropriate credit for the purchase price thereof.

RANDAZZO BENNE SRL will have a reasonable time to repair, replace or credit. The non-conforming or defective Products shall become RANDAZZO BENNE SRL's property as soon as they have been replaced or credited. (b) Buyer may ship Products returned under warranty to RANDAZZO BENNE SRL's designated facility only in conformance with RANDAZZO BENNE SRL's then-current return material authorization policy. Where a warranty claim is justified, RANDAZZO BENNE SRL will pay for freight expenses. Buyer shall pay for returned products that are not found to be defective or nonconforming together with the freight, testing and handling costs associated therewith. (c) Notwithstanding the foregoing, RANDAZZO BENNE SRL shall have no obligations under warranty if the alleged defect or non-conformance is found to have occurred as a result of environmental or stress testing, misuse, use other than as set forth in the applicable user manual, neglect, improper installation or accident, or as a result of improper repair, alteration, modification, storage, transportation or improper handling.