

## TESMEC AUTOMATION WARRANTY CONDITIONS

1. The Supplier warrants that the Goods supplied are in compliance with the technical specifications and free from defects in workmanship.
2. In case the Goods do not meet the specifications agreed, the Supplier in execution of the warranty will replace the faulty Goods at Ex-Works factory, without additional cost for the Buyer.
3. As a condition of any such replacement, the Buyer will give the Supplier written notice of a claim within 8 (eight) days of receipt of the Goods by the Buyer and the Buyer will return to the Supplier, upon Supplier's request, the nonconforming Good that is the subject of the replacement.  
If the Supplier requests to return or other disposition of the nonconforming Goods, all costs incurred by the Buyer in connection with such return or disposition will be at Supplier's charges if the Supplier is responsible for the non-conformity. In no event will either party be liable to the other for consequential or incidental damages.
4. The warranty period for the Goods shall not exceed 12 months after delivery, as resulting in the shipping document.
5. The warranty under this clause is not applicable and is not enforceable in case of:
  - a) improper use or use of Tesmec Product for devices, application and project out of this agreement;
  - b) damages to Good occurring during transport, handling, installation operations or servicing activities fulfilled by the Buyer;
  - c) alteration, modification or utilization of Goods by the Buyer or by the final user with material or application which are not compatible (i.e. Tesmec Product is disassembled and /or parts are substituted with not original ones so that the device is corrupted in its original aspect and its functionalities).
6. The warranty contained herein is expressly in lieu of all other warranties either expressed or implied and represents the maximum liability for the Supplier. Tesmec Automation S.r.l. neither assumes nor authorizes any other person to assume for it any other liability in connection with the Tesmec Products.
7. As a consequence any further or different warranty, expressed or implied, which extends the term of liability shall be exclusively at Buyer's charge.
8. The Supplier shall in no event be liable for indirect or consequential damages, including, but not limited to, loss of production, stoppage of production, loss of profit and the loss of data arising from any defects in Tesmec Product. For material and direct damages to person and property due to Tesmec Product defect, the Supplier is liable within the limits of the relevant order, unless in case of willful act or gross negligence attributable exclusively to the Supplier.