

GENERAL WARRANTY CONDITIONS

This warranty is issued by Neri S.p.A. solely in favour of the person who, for the purposes of domestic or professional use, has personally purchased products, found in the Neri S.p.A. catalogues and price lists, directly from Neri S.p.A. or from an authorised retailer. This warranty is not transferable nor can it be assigned to third parties.

This warranty is the only warranty issued by Neri S.p.A. for its products. No other third-party declaration or representation shall be legitimately binding on Neri S.p.A.

Neri S.p.A. guarantees the absence of defects and the performance of its products only and exclusively when the products are subjected to uses, destinations and applications expressly indicated by Neri S.p.A. in its instruction manuals and/or product data sheet.

The warranty period for the products is 2 years (24 months) from the date of invoice.

Any complaints must be sent in writing to Neri S.p.A. within, and no later than, the following time limits, otherwise this warranty will be void and related rights may not be exercised:

- a) 8 (eight) days from delivery of products to the buyer, in the event of obvious defects;
- b) 8 (eight) days from discovery and/or emergence of the defect, and in any case within the warranty period, in the event of hidden defects.

Together with the complaint, the buyer must also send a copy of the purchase invoice with delivery date, a description of the defect (documented where appropriate with photos of the defective parts) and the amount of defective products to Neri S.p.A.

Where the defect is substantiated, Neri S.p.A. shall repair or replace, at its sole discretion, the defective product within a reasonable period of time from the complaint.

Any returns of defective goods shall only be accepted by Neri S.p.A. if previously authorised in writing, sent correctly, adequately packaged and with freight prepaid.

This warranty does not cover any further costs incurred by the purchaser as a result of the defective nature of the products.

By way of an example, but in no means should be understood as limiting, the costs of collecting defective products from the buyer (including dismantling costs) and the costs of shipping repaired or replacement products to the buyer shall not be borne by Neri S.p.A.

In the event of a complaint pertaining to the appearance of rust, where said complaint is substantiated and not due to carelessness or errors during assembly, shipping and/or handling, Neri S.p.A. undertakes exclusively to provide the buyer, at its own expense, with the special paint and necessary instructions to repaint the product in question at the latter's premises. Any other or further compensation or reimbursement is excluded.

This warranty does not apply to every case in which the defect or malfunction is not directly attributable to Neri S.p.A. and, in particular, to every case in which the defect or malfunction is caused by:

- damage during shipping (scratches, dents, malfunctions, etc.);
- improper assembly, use and/or maintenance or, in any case, that which is not carried out in compliance with the instructions provided by Neri S.p.A.
- incorrect storage and/or preservation of products or, in any case, that which is not carried out in compliance with the instructions for checking and storing products provided by Neri S.p.A.;
- other causes not attributable to Neri S.p.A. including, by way of an example, reparations or modifications not previously authorised in writing by Neri S.p.A., tampering, knocks and blows, acts of vandalism, abuse, accidents or circumstances of force majeure.

This warranty supersedes and excludes any other warranty provided for by law or contained in any other document or agreement and, therefore, the remedies provided for herein shall constitute the only rights granted to the buyer if the products are defective. Therefore, any other possible liability of Neri S.p.A., contractual or not, that may in any case arise from the provision of defective products is expressly excluded.

In particular, the buyer may not claim damages, price reduction or termination of the contract. Neri S.p.A. shall in no case be liable for indirect damages or loss of profits.

Neri S.p.A. reserves the right to remove and/or change, without prior notice, any products included in the catalogue in order to improve them or due to commercial and/or production needs.

Neri S.p.A. is not liable for any damages to persons and/or property that may, directly or indirectly, arise as a result of failing to comply with all the instructions given in the specific user's manual or in the relevant brochures or catalogues, in particular the product assembly, installation, use and maintenance instructions, and/or as a result of using the product in a way which does not comply with the diligence that it requires.

The Court of Forlì has exclusive jurisdiction, with the express exclusion of all other concurrent jurisdictions.