

SICOR WARRANTIES AND LIABILITY

The assurance procedure Sicor S.p.A. is based on Directive 1999/44/EC of the European Parliament and EU Council of May 25, 1999. Principles

1. The Sicor warrants that its products meet customer specifications and the specifications defined by each contract for the purchase of non-standard products, ensuring also that the product is free from defects in design, materials, workmanship and meets the specifications defined in the contract.
2. The Sicor is not responsible for the compliance of the product for its integration into a complete system of lifting, but it is only and exclusively for its conformity to specifications received by the customer.
3. The Sicor, including to ensure that the defects can be healed for the entire production, has the right to check and verify both their existence and their origin. Consequently, each and every product declared defective by the customer must be made available to Sicor for the necessary checks being expressly understood by Sicor and the customer, that faults or defects that are not a result of improper manufacturing process, or are due to incorrect specifications provided by Client to Sicor, or caused by normal variations in production, or related components and supplies, are excluded from warranty.
4. In case of disagreement over the quality or specifications of the product, or about its suitability for use, the Sicor SpA and the Customer shall appoint, as a third party, an expert in the analysis of product specifications. In the event that the expert opinion given by the third party is not satisfactory to either party involved, it will have the right to ask the other party to agree on and appoint another expert third party to repeat the survey. In any case, the response of this last third part will be binding and final for Sicor is for the client.

The Sicor and the Customer will share equally the cost of those appraisals.

Application of Guarantee

- A) When the client receives a complaint about an alleged failure or defect, or notes, shall promptly inform the Sicor SpA and before taking any action on the product, must wait for the instructions and / or 'approval of Sicor SpA The Sicor S.p.A. must respond to the request for guarantee of the Customer within 5 (five) working days.
- B) The response of the Service of Sicor SpA, for each warranty claim, will show:
 - i . if the request is based and may be covered by the warranty;
 - ii . any authorization to the Customer for the repair of the product which has been declared defective. In this case, Sicor will inform the customer beforehand the amount you receive as compensation for the work required to repair the product. Any work done on the product without the prior approval of Sicor SpA will be excluded from the warranty and will cause disruption and decay;
 - iii. the need to replace the defective product or declared non-compliant. In this case the Sicor S.p.A. provide the customer with a new product, intended to replace the said faulty or incorrect. The new product will be billed to the customer which then receives from Sicor SpA a credit note for the same amount if the invoice at the conclusion of the controls provided by the warranty process, the complaint and will be based on a warranty claim. The Sicor S.p.A. provide the customer with the replacement of the defective product as soon as possible and the delivery date will depend on its capacity and production program of the moment;
 - iv. the need to return to the Sicor product deemed faulty or incorrect. In this case the Client will pay travel expenses, which will eventually be reimbursed by Sicor SpA If the complaint is well founded and therefore covered by the warranty. The Sicor S.p.A. deemed rejected any warranty claim for which the customer has not returned the said product is defective or fails to comply. It will also rejected any warranty claim for which the product is defective or does not comply has not been received by Sicor SpA by the 60th (sixtieth) day after the date on which the Sicor SpA has requested the refund to the Customer;
 - v. indication of destruction of the defective material and to provide the Sicor SpA documentary evidence that the material has been duly and regularly scrapped;
 - vi. to retain non-conforming or defective material at the disposal of Sicor SpA, for review by the staff of the Service Sicor.

- C) For warranty claims for which the client was bound to return to the Sicor SpA said the product is defective, or fails to comply, the Sicor SpA decide its final resolution to the customer within 1 (one) month from the date on which he actually received the product.
- D) With regard to the requirement of paragraph 1519 of Law Feb. 2, 2002, No. 24 (Implementation of Directive 1999/44/EC on the sale and consumption guarantees), the Sicor SpA Customer will reimburse only expenses incurred to return the product in conformity, or the cost of shipping, labor and materials.
- E) With regard to the measures imposed by Directive 1999/44/EC of the European Parliament and Council of the European Union, the customer is liable to the consumer for any lack of conformity which exists at the time of delivery. This means that the customer is required to handle the case of warranty regardless of Sicor SpA, but will have the option of applying to the Sicor SpA the lack of conformity. The Sicor S.p.A. may under no circumstances replace the customer to respond to any non-compliance to the consumer and his responsibilities will be limited to the product supplied to the Customer.
- F) You must ensure that the end user has the knowledge and all the information necessary for the proper use and correct installation of the product, so as to maintain Sicor SpA free from any direct and / or indirectly due to use and / or incorrect installation of the product by the end customer. At the same time, it is the responsibility of Sicor SpA to provide its Customers with all necessary instructions for proper installation and maintenance of the product, which are still available through its website. Customer must determine that the installation and maintenance of the product are carried out strictly following the requirements of the user manual supplied by Sicor SpA with the product.
- G) The warranty coverage begins on the date the product was delivered to you, or the date of billing. The warranty period is 2 (two) years and remains the same, unless otherwise agreed in writing, or in respect of any new legislation.
- H) the Sicor S.p.A. will in no case be required the complete replacement of the product, which can only take place provided that the total replacement depends on defects identified at the time of shipment, which make the product totally unfit for use and only according to the prior written permission the same Sicor SpA. If this equipment does not work properly, or not at all, due to a defect in design, materials and / or processing, the priority of Sicor SpA will be to try to replace the product in a reasonable period of time.
- I) The Sicor S.p.A. has the right to ask the customer for compensation for expenses incurred for warranty claims unfounded. Such compensation shall include, but need not be limited to, shipping costs, labor and materials.