

# Warranty

## CAVAGNA GROUP LPG AND NATURAL GAS REGULATORS DIVISION

### WARRANTY AND LIABILITY CONDITIONS – Not applicable in USA

#### 1 – Compliance of the brand new products

Subject to the provisions of this article, the seller guarantees the compliance of the new brand products supplied; by the term “compliance of the products” is meant that they correspond in quantity, quality and type with what was agreed in the contract and that they are without defects that could render them unfit for the use to which they are intended to be put.

#### 2 – Extent of the guarantee

The guarantee against defects is limited only to product defects due to defects in planning, materials or construction that can be attributed to the seller, and does not apply in the case where the buyer is unable to prove a correct preservation of the brand new products, and neither that he has modified them without the agreement of the seller.

Furthermore, the seller is not liable for defects in the brand new product compliance due to the normal wear of those parts, which by their nature, are subject to rapid and continuous wear and tear ( e.g.: lining, etc.).

In general, in no case is the seller liable for defects in compliance, whose cause lies in a fact subsequent to the transfer of risk to the buyer.

The present guarantee is valid only when the brand new products are installed, used and maintained in conformity with the instructions furnished by the seller (inserted in the Warning Paper or instructions manual) and with the requests and dispositions of the voluntary or mandatory laws and regulations existing in the country where the brand new products are used or, where there's no laws, in conformity with the good technical work rules of the sector.

#### 3 – Claims

The buyer is required to control the compliance of the brand new products and the absence of flaws. The buyer should report any flaws or defects in brand new product compliance, in the following ways:

1. a) Claims for shortage or damages apparent from exterior examination of package contents must be expedited as soon as the brand new products arrived at their place of destination and, in any event, on lapse of the guarantee not later than 5 days after that time;
2. b) claims relevant to quantity, colour, quality flaws or defects or non-compliance that the buyer would be able to point out as soon as he takes possession of the goods, must be made shortly

after the time when the brand new products arrived at their place of destination and, in any event, on lapse of the guarantee not later than 15 days after that time;

3. c) hidden flaws, defects or non-compliance (that is, those not identifiable according to the inspection imposed by law and by the preceding subparagraph on the buyer) must be reported within 30 days after the discovery and in any event, on lapse of the guarantee, not later than 5 years from the delivery date.

Claims must be made by registered letter, addressed to the head office of the seller and must describe in detail the flaws or disputed non-compliance.

In order to preserve this warranty, the buyer will not execute any intervention on the brand new product (disassembling, repair, modification, etc.) without the seller prior written agreement.

The buyer forfeits his guarantee rights if he does not consent to every reasonable control requested by the seller, or if after the seller has requested the return of the defective brand new products at his own expenses, the buyer omits to return them within 5 working days from the request.

In the event that the claim turns out to be unfounded, the buyer will be required to reimburse the seller for all the expenses sustained by him in verifying the claim (travel, expert valuations, transport expenses etc..).

#### **4 – Remedies**

Following a report by the buyer duly made in accordance with the previous point 3, the seller, within a reasonable period having regard to the context of the claim, may, at his discretion:

1. a) supply ex factory to the buyer products of the same kind and quantity as those that have been proved to be defective or not in compliance with what was agreed; in such a case the seller can require the return of the defective products, which become his property.
2. b) declare in writing the cancellation of the contract, offering the restitution of the sum paid against the restitution of the supplied products.

No other cost (such as disassembling and/or reassembling of the products, transportation from/to the premises of buyer's customers, etc.) shall be charged to the seller.

#### **5 – Limit of seller's liability**

The guarantee contained in the previous points supersedes all legal warranty for defects and compliance, and excludes any other possible liability of the seller, however originating, from the brand new products supplied. In particular, the buyer can not put forward another claim for compensation in respect of any further damages, reduction of the price or cancellation of the contract. Once the period of the guarantee has expired no valid claim can be made against the seller.

In no event shall seller be liable to buyer for any direct, incidental, indirect, consequential or exemplary damages, including without limitation any claim for damages based on lost revenues or profits, however caused.

No exceptions to the provisions of the present point and to the previous ones will be considered valid unless expressly and specifically defined and accepted by the parties in writing.

## **6 – Technical regulations**

Whereas for that which concerns the brand new product characteristics the seller complies with the legislation and the technical regulations prevailing in Italy and the European Directives, and that will be furnished on request, the buyer assumes the whole risk of any difference between the European Directives plus the Italian regulations and those of the country of destination of the products, and indemnifies the seller in respect of it, unless if they have been previously communicated to him.

The seller guarantees the performance of brand new products of his manufacture only and exclusively in relation to uses, destinations, applications, tolerances, capacities, etc.. that have been expressly indicated by him and that are incorporated in the contractual documentation (i.e. contract, order's confirmation, invoice).

The buyer is not authorised to dispose of the products supplied to him by the seller in a way which does not conform to the indications described in the previous sub-paragraph and in the instruction given by seller.

Where the buyer intends the said products to be resold, it shall be his responsibility:

1. a) informing his purchasers of the indications in question;
2. b) any further periods or extended terms of guarantee he decides to grant to his purchasers exceeding the ones granted to him by Seller according to paragraph

## **7 – Personal injuries and property damages**

Seller shall indemnify buyer from and against any and all claims, demands, losses, liabilities alleged by third parties relating to personal injuries and property damages suffered as a result of a defective product. In such event, seller will exclusively be responsible within the limits, terms and conditions of the product liability insurance policy held by it (a copy of the current policy is available upon request).

In case of potential damages to third parties that may arise from a defective brand new product, the parties shall work together in good faith to determine the nature and extent of the appropriate measures to be taken, including recall operations. It is understood that the costs and expenses associated with the recall or other measures shall be paid by seller within the limits, the terms and the conditions set forth in its liability insurance policy, with the exclusion of the costs connected to the finding of the Products in the market, that will be supported by the Buyer.

Manufacturers' warranties may not apply in all cases, depending on factors such as use of the product, where the product was purchased, or who you purchased the product from. Please review the warranty carefully, and contact the manufacturer if you have any questions.