

Diemme Filtration Srl

12/18 MONTHS WARRANTY (valid from 26th September 2022)

- 1.1** Diemme Filtration Srl warrants to the PURCHASER that the Goods will be free from manufacturing and material defects and that they will conform to the Confirmed Order.
The warranty period is of twelve (12) months from the date of commissioning or eighteen (18) months from the date of delivery of the Goods, whichever occurs first.
- 1.2** The warranty lapses and no warranty shall apply in case of:
- a) failure to store, handle, assembly, install, utilize or maintain the Goods strictly in compliance with the instructions of Diemme Filtration Srl and/or with the diligence required by their nature;
 - b) use of the Goods for purposes different from those for which they were designed for or outside the operating limits, guidelines and instructions described in the technical documentation and/or otherwise communicated by Diemme Filtration Srl;
 - c) use of not original spare parts, also including those of the parts subject to wear and tear, and/or alteration, modification, repair, disassembling of the Goods by the PURCHASER or other not authorized persons;
- 1.3** The PURCHASER shall inspect the Goods as soon as possible and shall notify Diemme Filtration Srl of possible defects or non-conformities in writing, by fax or e-mail, within and no later than the following terms; failing to do so will result in the lapse of the warranty and in warranty rights being time-barred:
- a) differences in type or quantity of the Goods with respect to type or quantity agreed as well as other patent defects or non-conformities: fifteen (15) days from the delivery of Goods at the premises of the PURCHASER;
 - b) hidden defects or non-conformities of the Goods: seven (7) days from the discovery of the same and, for avoidance of doubt, within the warranty period above.
- 1.4** Diemme Filtration Srl will have the right to examine the Goods which the PURCHASER claims to be defective or non-conforming.
The authorization to return the purportedly defective or non-conforming Goods shall never be interpreted as an acknowledge of the claimed defects or non-conformities on the part of Diemme Filtration Srl.
- 1.5** In case the Goods are ascertained by Diemme Filtration Srl as actually defective or non-conforming, the PURCHASER will be entitled only to obtain, at Diemme Filtration Srl's option:
- a) replacement of the defective or non-conforming Goods at no costs to the PURCHASER, in which case Diemme Filtration Srl shall become owner of the Goods that have been replaced; or
 - b) partial or full exemption from payment of their price, depending on the seriousness of the defects or of the non-conformities. For this purposes, Diemme Filtration Srl shall issue a credit note.
- 1.6** The remedies described in the article 1.5 are the sole warranty rights and remedies granted to the PURCHASER. Except in case of willful wrongdoing or gross negligence by Diemme Filtration Srl, any other liability of Diemme Filtration Srl, which may in any way arise from or in relation to the supply of defective or non-conforming Goods, including, but not limited to, compensation for direct or indirect or consequential damages, loss of profits, etc., is expressly excluded.
- 1.7** This warranty is in substitution for, and excludes, any other warranty, express or implied, set forth by the law or otherwise.
- 1.8** This warranty is not applicable to parts subject to wear and tear, meant as all parts subject to friction, rolling or slipping, gaskets and, in general, all components in direct contact with the suspension to be filtered.