

GENERAL TERMS AND CONDITIONS FOR CUSTOMER REPORTS

These general terms and conditions (the '**General Terms and Conditions**') govern the manner in which the Customer may submit requests for support relating to possible discrepancies found in a product or specific supply, or to an incorrect order.

The Customer may submit a report through one of the following channels:

- Call centre at: 800 904474:
- Online form available on the Company's official website

Please note: the request must be made by the legal customer who is the owner of the supply.

Requests from third parties (e.g. installers, end users, etc.) will not be considered but will be forwarded to the Customer.

In order to ensure the correct provision of support, the Customer guarantees that all data provided to the Company is correct, accurate and complete and assumes full responsibility for the accuracy of the information provided.

Reports may only concern the following cases:

- Defects
- Missing material
- Damaged material
- Excess material
- Missing components
- Inverted packages
- Missing packages
- Repairs with charge
- Returns due to incorrect order

For further details and applicable conditions, please refer to the "**General Terms and Conditions of Sale**" available on the website tecnosystemi.com

In particular, please refer to the content of paragraphs **8, 9 and 10 - Returns due to incorrect order, Reporting** of defects and Warranty.

8. RETURNS FOR INCORRECT ORDERS

1. Unless otherwise agreed in writing, purchased Products may not be returned, even in the event of an incorrect order.
2. The Customer may, however, send a return request, in which they must strictly indicate the reason for the request together with the Product serial number, if available.
3. Returns, if authorised by Tecnosystemi, will only be accepted under the following conditions:
 - transport costs are entirely borne by the Customer;

- for returns exceeding £100.00 (net value of the return): a handling fee equal to 20% of the net value of the returned Product will be charged;
- for returns of €100.00 or less (net value of the return): a fixed handling fee of €30.00 will be charged;
- a new Order must be placed for an amount equal to the net value of the Products to be returned, plus 50%;
- Products will only be accepted if they are intact and packaged with suitable material so as not to damage/render unusable the returned goods;
- Products must be accompanied by the relevant delivery note (bolla) with the reason for return indicated as 'returned', with specific reference to all purchase details (invoice number and date).

4. In any case, returns will not be accepted after one calendar year.

9. REPORTING DEFECTS

1. The Products must be checked upon receipt, under penalty of forfeiture, verifying the integrity of the packaging, quantity and quality. Any complaints must be reported to the carrier by signing the delivery note with 'subject to inspection' and also indicating the problem encountered (e.g. subject to inspection due to damaged packaging; subject to inspection due to tampered packaging). Otherwise, the complaint cannot be accepted.

2. Any complaints and non-conformities, including quantitative ones, resulting from checks on Products accepted with 'reservation of control' must be made within 8 days of receipt by sending the appropriate form in electronic format, completed in all its parts, available to the Customer on the Supplier's website. Otherwise, complaints cannot be accepted.

3. If the defects are not recognisable at the time of receipt, the deadline for reporting the defects is 8 days from their discovery.

4. Failure to comply with the terms set out in paragraphs 9.1, 9.2 and 9.3 above will result in the warranty being forfeited.

10. WARRANTY

1. Tecnosystemi guarantees to the Customer that the Products sold comply with EU regulations and are free from defects in materials and/or workmanship for a period of 24 months from the delivery date indicated on the delivery note.

2. The warranty on the Products applies exclusively to faults and defects attributable to the Supplier and shall in no case apply to defects caused by:

- unsuitable transport and/or storage;
- modification of the Product;
- negligent or improper use of the Product and in any case not in accordance with the instructions and/or installation, use and maintenance manuals, where applicable;
- failure to comply with the technical specifications of the Product in use or maintenance;
- repairs or modifications made by the Customer or third parties without the prior written authorisation of the Supplier;
- anomalies caused by and/or connected to parts assembled/added directly by the Customer;
- failure to perform maintenance or improper maintenance;

- anything else not attributable to original defects in the material or production.

3. The parties acknowledge that, limited to Products equipped with a technical data sheet, the same cannot be considered defective if their characteristics fall within a tolerance of +/- 10% with respect to what is indicated therein.

4. The warranty does not cover parts of the Product subject to particular wear and tear, including, but not limited to: batteries, bearings of air barrier or recovery unit motors, sealing O-rings, filters of any kind, any liquid present in the cans available in the Tool Split catalogue.

5. The warranty on the Products sold is subject to the regular reporting of faults/defects by the Customer as indicated in paragraphs 9.1, 9.2 and 9.3 above.

6. In order to benefit from the warranty, the Customer must make the Product available to the Supplier for inspection at the Tecnosystemi premises at the latter's expense and/or by means of the customer's carrier.

7. If the Supplier recognises that the Product is not affected by defects attributable to the latter and in all cases listed in clause 10.2), it will charge the Customer for the costs incurred for the inspection and any repair of the product, subject to written notification. In addition, any transport of the Product to Tecnosystemi's premises will be charged if it was carried out by the Supplier's carrier.

8. If the warranty conditions are met, the Supplier may, at its discretion, (i) replace or repair the Product supplied at its own expense (including transport costs to the Customer's premises); or, alternatively, (ii) reimburse the Customer for the price of the Product by issuing a specific credit note.

9. The warranty provided by the Supplier on the Products absorbs and replaces the legal warranties for defects and non-conformities and excludes any other possible liability of the Supplier towards the Customer arising from the Products, except in cases of wilful misconduct or gross negligence, and any mandatory provisions of law. In any case, the Supplier's liability towards the Customer cannot exceed the purchase price of the Product that gave rise to the Supplier's liability.

10. The Customer expressly waives the right of recourse referred to in Article 134 of Legislative Decree No. 206 of 6 September 2005, no. 206 and subsequent amendments and additions (Consumer Code).

11. Any complaints relating to a delivery or a Product shall not exempt the Customer from the obligation to collect the remaining quantity of Products provided for in the same Contract or in other different Contracts.