

CERTIFICATE OF WARRANTY

SUBJECT:

VALPAINT S.p.A. (hereinafter VALPAINT) guarantees the good quality of the materials manufactured in compliance with all current regulations and provides its customers (hereinafter Customers) with this Certificate of Warranty.

VALIDITY PERIOD:

The Warranty is valid for 2 (two) years from the date of manufacture of the materials, proven by the production lot number indicated on each container. The Warranty is valid for 1 (one) year only on a limited number of products.

VALIDITY:

Warranty means the repair or replacement of faulty materials, with a product of the same or superior quality, with the exception of the cases indicated in the paragraph "Limitations of Liability".

VALPAINT may not be held liable, under any circumstances, for direct or consequential damages caused by use of the product.

The right to the warranty is proved by the original certificate or by the receipt issued by VALPAINT at the moment of sale, indicating the product type, the date of purchase and the company name of the retailer.

This sale warranty offered by VALPAINT does not affect the consumer rights envisaged by Legislative Decree no. 24 of 2 February 1992, passed in implementation of European Directive 99/44/EC.

LIABILITY OF VALPAINT S.p.A.:

During the warranty period, VALPAINT undertakes to correct the fault caused by the manufacturing defect, at no cost to the customer.

In any case, VALPAINT informs you that the product to be replaced must be stored in a manner to ensure it can be easily inspected by its technicians.

If the product cannot be repaired and/or if it would be excessively expensive to do so compared with the value of the product itself, assessed at the unquestionable discretion of the manufacturer, VALPAINT undertakes to replace the material for the Customer, leaving unchanged the expiry date and terms and conditions of the warranty referred to in the contract, as proven by the receipt issued by the retailer at the moment of purchase.

If the material is to be replaced, but the same product is not available, for any reason, VALPAINT reserves the right to replace it with a similar product of a different type, but having the same characteristics and functions.

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OBLIGATIONS OF THE CUSTOMER:

The Customer has the obligation of informing VALPAIN of damage they consider attributable to the material within three days; the right to compensation is forfeited in the case of failure to comply with this deadline. The Customer must also abstain from repairing or tampering with the state of the locations before the technical inspections by the VALPAIN representatives, except with approval of VALPAIN.

LIMITATIONS OF LIABILITY:

The defectiveness is not attributable to VALPAIN in the event that the technical personnel discover that it has been caused by conditions unrelated to functioning of the product. Work performed by unauthorised outside parties is also excluded from the warranty.

It remains understood that VALPAIN declines all liability for any damages that may be caused, directly or indirectly, by people, property or animals as a consequence of failure to comply with all the indications on the specific data and safety sheets available from the retailer or directly on the website www.valpaint.it.

The following are also excluded from the warranty: damages due to natural wear and tear or progressive degradation caused by the customer's conduct; inability and/or negligence in use and in application of the product and failure to comply with the indications on the relative technical data sheet; unforeseeable causes or causes not attributable in any way to the quality of the product (such as broken pipes, water leaks, rising damp, saltpetre, extreme weather, etc.); damages attributable to the support and poor preparation of it.

SETTLEMENT OF DISPUTES:

The Court of Ancona has sole jurisdiction for any dispute deriving from execution of this contract.