

# OPTEC SpA

## Warranty General Conditions

*(In the following: "Warranty General Condition")*

### **OPTEC S.p.A.**

Via Mantegna, 34 - 20015 Parabiago (MI), Italia

CCIAA di Novara al N°

Partita IVA : 01138480031

*In the following: "OPTEC"*

### ***Premised***

OPTEC SpA, via Mantegna 34 - Parabiago (MI) - Italy, guarantees to the brought back conditions of continuation, that the Products object of the supply are free from defects of the materials and the workings.

### **1, Object**

In case on the Product are found defects of the materials or of fabrication and is respected the present Conditions Generates them of Guarantee, OPTEC is engaged to eliminate the defect at own expenses for what regards the Replacement parts and the labour.

The Purchaser engages itself to declare if the defect has manifested during the use of the Product for the development or the sharpening of programs, for negligence, improper use, programming error or, however, for whichever various use from that normal use of production.

The defects in guarantee will have to be signalled to OPTEC within 30 (thirty) days from their appearance, pain the forfeiture of the cover

### **2, Duration**

The guarantee is valid for a period of 12 (twelve) months from the date of indicated expiration of continuation. The right to take advantage of the guarantee must be exercised within the terms over mentioned.

The eventual works made in guarantee do not extend the duration, that remains fixed in the terms described here.

### **3, Expiration**

The exact date of beginning of the guarantee coincides with the date of Delivery of the Products, like evince from the date brought back on the relative DdT.

### **4, Times of answer**

During the period of guarantee and subsequently, the OPTEC service Technical Attendance guarantees time of answer agreed with the Purchaser for the programmed maintenance, calibration and repair of the system.

The programmed maintenance and calibration operations can be reserved until 15 days previous the expiration indicated on the use and maintenance handbook.

The repairs are guaranteed within 5gg from the call and normally they are carried out within 24 hours.

### **5, Exclusions**

Are excluded from the guarantee the materials of consumption, the shipping costs of the replacement parts and expenses of travel and transfer of the technicians in case of participation near the site of the Purchaser.

Also the repairs of the breakdowns are excluded if deriving from errors due to the use of the product, for the development or the sharpening of programs, for negligence, improper use, programming error or, however, for whichever various use different from that normal use of product.

Moreover, the guarantee does not apply when one of the following cases takes place:

- 5.1 The Product has not been submitted to the periodic check-up and the preventive maintenance.
- 5.2 The Product has been used in different way from the use described in the instructions specific documents, as use handbook, programming and maintenance.
- 5.3 The Product has been enlivened in different way from indicated how much on the installation handbook or, however, for the movimentazione, they have not been adopted the normal precautions previewed for an electronic system of measure.
- 5.4 The Product is damaged for incident or negligence or during the transport
- 5.5 The unit has been repaired from staff not pertaining to OPTEC or from thirty party, not authorize from OPTEC.
- 5.6 The serial number of the part of the Product to repair is damaged, cancelled or in any way cannot be read.
- 5.7 The Product has a mere aesthetic defect
- 5.8 The Product has damages of the cabinet or parts of it.
- 5.9 The breakdowns regard accessories not supplied from OPTEC or parts not included in OPTEC catalogue, even if used with the Product.
- 5,10 There are damages caused from wrong connection and/or over-feeding
- 5.11 The Product has been modified from non-authorized and for explicitly enrolled from OPTEC staff.
- 5.12 The Product has been damaged because of a connection with other equipment not supplied from OPTEC.
- 5.13 The wirings or the interconnections have not been installed / supplied from OPTEC.
- 5.14 The correct procedure of turn on / off of the Product has not been fully observed, with consequent anomaly in the parameters of configuration.
- 5.15 It has not been regularly carried out the preventive maintenance in the programmed periods.

- 5.16 Natural circumstances of major events, included, but not limited to, strikes or other working difficulties, popular wars, putsches, etc.

In the case of repairs made from OPTEC in presence of the above-mentioned causes of exclusion, all expenses and cost faced from OPTEC will be integrally charged to the Purchaser.

## **6, Limitations**

The present General Conditions of Guarantee grant, as only right of the Purchaser, the repair of the Product and / or the substitution of the out of order or defective part with working parts.

In no case OPTEC can be considered responsible for emergent damage - either direct or indirect, special (as an example loss of data) or consequent to the use of the product - and for missing gain - either missing gain for machine stop, or for delay in the repair or other.

In no case, overall, OPTEC could be thought responsible for eventual derived damages, directly or indirectly, to things or persons as a consequence of missing observance of the emergency use and the warnings in the installation procedure, use and maintenance of the Product.

The present General Conditions of Guarantee are stipulated exclusively in favour of the Purchaser and they are not given to third party, be they (as an example, but not limited to) sub-customers or end-users.

The obligation of the guarantee of Products bought from OPTEC only extends to the Products, options and distributed Replacement parts from OPTEC in Italy.

## **7, Shipment of the part to repair and the Replacement**

The out of order or defective parts must be packed and sent from the Purchaser to OPTEC or the Optec distributor / agent, and in any case to thirds party authorized from OPTEC.

The request for returning an out of order part must be authorized in advance from OPTEC through the allocation of a return number (RMA).

All insurance and transport expenses are at charge of the Purchaser.

All the risks inherent to the transport of the defective parts and to the Replacement parts are at exclusive charge of the Purchaser.

To the part sent to OPTEC must be attached the assigned RMA number, with one written description of the defect; in the same document moreover it must be clearly indicated the model and the serial number of the Product or the Replacement part and the name and the address of the Purchaser.

## **8, Guarantee on the Software**

The guarantee on the Software is disciplined in the Licence of software use attached to the Contract, when applicable.

### **9. Remote Control**

OPTEC products can be equipped with an option called "Remote control" that allows to control the Product from one peripheral station, by means of the telephone line. In this way, from a fixed site, typically located near an OPTEC site, specialized technicians can take the control of the system (Service to you Remote Support), and help the Purchaser in the development of a test program or in order a diagnose of the Product.

The described Remote Support service, is offered free of charge during the period of guarantee.

### **10. Lacked withdrawal of the parts and / or the Products it repairs**

The missing withdrawal of the parts and / or of the Products it repaired by OPTEC, within 60 (sixty) days from the reception of the warning that the Replacement parts and / or Products have been repaired, will be considered from OPTEC as an expressed authorization to sell the Replacement parts and / or the Products repairs to thirds party, without any formality.

After the sale, OPTEC will give back to the Purchaser the amount gained from the sale, deducted of all expenses and the expenditures faced from OPTEC in consequence of the lacked withdrawal the Replacement parts and / or of the repaired Products, including, but not limited to: repair costs; care and insurance costs, from the day they have been repaired until the day of the sale; search of a third party costs and of upgrade for the new purchasers; costs of the sale, taxes included; shipping charges; banking expenses; etc.