

GENERAL TERMS AND CONDITIONS OF WARRANTY

CONTENT

Unical AG S.p.A. guarantees its products against faulty manufacture and materials, for all the warranty period. These General Terms and Conditions of Warranty are the only ones Unical AG S.p.A. offers, and in no way they can be replaced or amended by other declarations, except for those made in writing by Unical AG S.p.A.

EFFECT AND DURATION

The warranty starts from the delivery date and it is valid for 12 (twelve) months, with the only exception of "boiler body". The warranty period of "boiler body" is 36 (thirty-six) months. Delivery date means the date of invoice. Replacement or repair of the entire product or of one of its parts does not extend the period of warranty, which remains unchanged.

PERFORMANCE

During the warranty period the Manufacturer, at its exclusive option, performs one of the following: a) provides free parts and components to replace the faulty ones, due to defects in manufacture or materials. The faulty parts and components are the Manufacturer property and shall be returned to the Manufacturer. b) repairs, free of charge, at its premises, the faulty parts and components.

In both cases any transport costs shall be borne by the Client.

In case of need for technical assistance warranty service at Client's site, any possible costs for labor, transport, journey or transfer of technical staff shall be borne by the Client, based on Manufacturer's rates in force.

Any possible technical assistance service over-warranty or requested in order to control or modify the product or in order to eliminate defects attributable to one of the causes for exclusion listed below, can be agreed upon with Manufacturer. In such a case any cost of replaced parts and any technical assistance service related thereto shall be borne by the Client, based on Manufacturer's rates in force.

EXCLUSIONS

The guarantee does not apply in the following cases:

Defects or damage due to transport.

The appliance is operated on an electrical, fuel or water supply, which differs from the ratings specified on the rating plate and instructions for installation and use of the appliance.

When parts requiring replacement due to normal wear and tear including the replacement of the following parts: anodes, lenses, globes, glassware, fuses, filters, door seals, gaskets and similar parts were not replaced.

The use of parts not manufactured, sold or approved by the Company are used in any replacement or repair.

The appliance is damaged as a direct result of incorrect installation or being used for a purpose for which it not designed, sold or otherwise not in accordance with any instructions for installation and use.

Any defect or damage that is a result of repair, alteration or modification carried out without the written permission of the Company.

If changes occur in the condition or operational qualities of the appliance due to incorrect storage, mounting, climate or any other influence outside the control of the Company.

Defects or faults about the integrity of the appliance's inner surface (water-side) due to sludges, scale deposits or anything else might cause its overheating or corrosion.

Defects or damage to metal areas due to corrosion is not attributable to manufacturing defects: corrosion due to bad quality feed and make-up water, stray currents or acid condensation of combustion products, etc.

When damage is caused directly or indirectly by utility supply problems, lack of user care, electrical storm damage or incorrect power supply.

Defects or damage caused by not diligent custody of materials supplied awaiting installation.

When the cause of a defect or damage is due to operator error.

Failure to perform the required inspections and tests by the appointed control bodies.