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## ANGELO PO INTERNATIONAL WARRANTY, POLICY

Angelo Po Grandi Cucine S.p.A. (hereinafter Angelo Po) grants the purchaser the International Warranty described below.

### **1) FIELD OF APPLICATION**

- 1.1. The International Warranty refers to products bearing the Angelo Po trademark and included in the Angelo Po Retail Price List.
- 1.2. It applies to all appliances installed in all countries where there are organisations approved and appointed by Angelo Po for the After-Sales Service within the terms and conditions described herein (hereinafter After-Sales Service).
- 1.3. Customers must contact their local After-Sales Service to obtain the warranty.
- 1.4. The International Warranty may be amended or added to by specific agreements signed in advance by the Headquarter Service Dpt. and the Customer.

### **2) CONTENTS OF THE WARRANTY**

- 2.1. The warranty consists of the supply, free of charge, of those parts which Angelo Po judges, at its own absolute discretion, to have manufacturing defects. At its own discretion, Angelo Po may decide to repair parts rather than replacing them.
- 2.2. Angelo Po shall not be charged for the freight costs for the parts, or the relative risks.
- 2.3. The warranty is subject to the reporting of the defects to Angelo Po within eight days of delivery or discovery, using the specified forms.
- 2.4. Any complaints relating to packing, quantity or appearance of products (apparent defects) must be notified in writing to Angelo Po, under penalty of loss, within 8 days from the date of receipt of the Products. Any claims relating to defects can not be detected by a careful inspection upon receipt of the (hidden defects) must be notified to Angelo Po, through the After-Sales Service, under penalty of loss, within 8 days from the date of discovery of the defect. The complaint must specify precisely the defect and the products to which it relates.
- 2.5. The warranty shall be subject to verification by Angelo Po, which may annul all or some of the warranty cover and issue an invoice for an amount equal to the list price of the materials plus a surcharge for handling costs.
- 2.6. Materials replaced under warranty are property of Angelo Po.
- 2.7. Genuine parts supplied by Angelo Po carry a 6 month warranty (from the date of shipment, indicated by the transport document, if supplied under warranty; from the invoice date further to sale).
- 2.8. Angelo Po isn't responsible for delay of services under warranty and is not obliged to provide compensation for any direct or indirect damages, or damages arising from any faults or defects in the appliances supplied. In case of payments delays or even partial insolvencies of the Customer, Angelo Po shall be relieved of the obligation to provide a warranty or a repairs service.

### **3) Duration and Validity.**

- 3.1. The warranty is valid for 12 months from invoice date, unless otherwise specified by Angelo Po with written confirmation recorded by the stated procedures.

3.2. The services interventions under warranty don't modify the warranty duration or validity.

3.3. The warranty becomes null and void, with regard to the entire appliance and all its parts, in the following events:

- a. positioning, installation, commissioning, use and servicing in contravention of Angelo Po's instructions or not specifically recommended, or not compliance to the regulations in the Country of installation.
- b. previous work (adjustments, repairs, tampering, modifications, additions, etc.) carried out without the approval of Angelo Po or in breach of its recommendations, or any such procedures not carried out by the qualified technical staff of an Angelo Po After-Sales Service.
- c. Use of non-genuine spare parts and consumables (e.g. cleaning chemicals), i.e. items not supplied or accepted as equivalent by Angelo Po, regardless of whether or not the defect can be traced to such use.

#### **4) Warranty exclusions.**

4.1. General exclusions for all the products:

- a. replacement of complete appliance;
- b. natural wear of the appliance;
- c. replacement with parts or products which constitute upgrades, even they are in the price list at the time of sale or subsequently;
- d. transport damages, which can be claimed according to our procedures and on the specified conditions.

4.2. Special exclusions:

4.3. The following components are excluded from the warranty:

- a) consumables and parts subject to wear and tear, which may be replaced during the recommended routine servicing procedures;
- b) all faulty components due to negligence, carelessness or lack of skill on the part of users, improper use, and failure to comply with any other instructions provided by Angelo Po with regard to positioning and installation, use, servicing, monitoring and routine and extraordinary cleaning;
- c) excluded items, i.e.: parts in glass, plastic, rubber (gaskets, lamps, knobs); electrical transformers; controls and linings, etc.;

#### **5) Warranty exclusions for Comb Ovens only.**

5.1. The following components are not covered by the warranty: cleaning circuit components and those indirectly damaged by the use of chemicals (e.g. as a result of leaks, spills, overflows, diffusion, misting, etc.) in the event that the chemicals concerned are not genuine, i.e. not supplied or recognised as equivalent by Angelo Po. In line with the general rule on exclusions, other examples of excluded items include the front panel gasket, the door glass, and the ignition plug with the relative gaskets.

#### **6) Liability Restriction.**

6.1. Angelo Po isn't responsible for any indirect damage, or direct damage caused to the appliance or its parts, as a result of failure to comply with the installation instructions, or the incorrect or inadequate project, size or construction of the lay-out. Examples (without limitation) of such cases where Angelo Po shall have no liability are: insufficient or poor draft or flow-rate of existing flues to which extraction systems are connected; defects in the systems which deliver and supply energy of any kind; all other system characteristics not to the manufacturer's specifications (for example: gas with unsuitable composition, pressure and temperature; electricity supply with abnormal or uneven voltage, intensity and power factor correction; hard water or aggressive water); damage and malfunctions deriving from overvoltages, electromagnetic interference, limestone deposits in the appliance, or incorrect positioning of appliances. Angelo Po is not

responsible for failure to provide safety warnings for users, especially for appliances which emit heat and any kind of energy or substance which may cause damage or injury.

7) This warranty is subject to Italian law (except for the terms of the Vienna Convention on the international sale of goods CISG).

8) For any claims arising from this warranty or disputes relating to the same the Modena Law Court is the sole jurisdiction over all.