

## ORTOMEK S.r.l.

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## WARRANTY CONDITIONS

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**The new machines are under a 12-month Warranty from the date shown in the delivery document.**

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The request for interventions under warranty has to be done mandatorily in writing, by filling in the specific form and sent via fax or e-mail, and specifically indicating the type of breakdown, accompanied with photographs, machine mode, series number, work hours and purchase invoice number.

**ORTOMEK** shall reject any request under guarantee that is not sent as indicated above.

Our company shall not reimburse unauthorised technical interventions and disassembly or replacement of parts, even if the machine's warranty period still has not expired.

**ORTOMEK** reserves the right to recognise or not, the intervention or replacement under warranty, following a careful assessment of the damage: in an exceptional way and absolutely at its discretion, **ORTOMEK** may consent to sending the replacement part for the repairs even if the responsibility for the damage still has not been defined, so as to reduce at best, the inconvenience arising from the failure to use the machine, without prejudice to our company's entitlement to issue an invoice for the service supplied if the intervention is judged to be not covered by the warranty.

For supplies that are not part of **ORTOMEK** supplies but manufactured by third parties, **ORTOMEK** reserves the right to carry out an analysis with the supplier of the part contested, and the verification of the treatment under warranty.

**Conveyor belt:** the Warranty responds only for the conveyor belt junction points **for a period of 6 months** if torn.

During the Warranty period **ORTOMEK** undertakes to repair or replace the faulty parts for free.

The verification of defects and their causes shall be performed by personnel authorised by **ORTOMEK**.

The costs incurred by **ORTOMEK** for any onsite inspections and transport of the part, shall be charged to the buyer.

The warranty expires in case of mishandling, improper use, neglect and any technical intervention not provided by the Use and Maintenance Manual, and not expressly authorised by our company or performed by unauthorised mechanics workshops. Moreover the repairs or replacement of components with non-original parts shall invalidate the Warranty right.

In no case however shall the Buyer claim damages of any kind, and in whatever way incurred.

The Client has the obligation to verify at the time of delivery, that the machine complies to what was requested on the contract and that it did not suffer damages during transport.

If it is not the case, the Client must not use the machine and should inform **ORTOMEK** or the supplier within 5 days.

In no way shall **ORTOMEK** be held liable for damages, payments and whatever may arise from the failure to use the machine for which the warranty intervention is requested, by the Client or third parties.

The integral replacement of the machine is excluded and claims for damages caused by machine downtimes shall not be recognised.



## **THE WARRANTY EXCLUDES:**

- Accidental breakage due to transport.
- Breakages due to incorrect usage or neglect and unsuitable maintenance.
- Functional defects arising from an erroneous installation of replaced parts.
- Parts which by nature or intended use are subjected to deterioration, wear or bad maintenance.
  
- Also excluded from the Warranty are the products repaired or mishandled by unauthorised third parties, as well as interventions for defects or improper controls.

## **ACTIVATION OF THE WARRANTY:**

The activation of the Warranty is subordinated to the Date of the Delivery document and the regular payments agreed, and consequently the warranty will be activated starting from the registration date.

The ORTOMEC limited warranty will become valid only if the registration has been activated.

The warranty will not be valid otherwise.

To the Retailer's attention: the activation of the warranty is charged to the retailer.

