

WARRANTY CERTIFICATE

(issued in relation to any Effegibi product sold and installed in the EU territory)

Effegibi S.r.l., with registered office at Via Gallo n. 769, 47522 Borello di Cesena (FC), Italy (hereafter “**Effegibi**”), always put first the trust relationship with the purchasers of its products who, in addition to the statutory rights to which they are entitled under the law of their country, which are in any case not affected, can also benefit of the additional rights under the commercial warranty, hereafter “**Commercial Warranty**”, included in this warranty certificate, hereafter “**Warranty Certificate**”, issued to them by Effegibi.

1. Commercial Warranty

1.1 Effegibi warrants that the “Effegibi” product (hereafter “**Product**”) to which this Warranty Certificate is attached:

- a) conforms to the technical features described in the leaflets attached to the same;
- b) is free from defects in materials and workmanship.

1.2 The Commercial Warranty is the sole warranty issued by Effegibi in relation to the Product. In no case shall any other representation or warranty of third parties be binding on Effegibi.

2. Operation of the Commercial Warranty

2.1 The Commercial Warranty operates solely if the Product is purchased by a private or a professional user, hereafter “**Purchaser**”, directly from Effegibi or from any Effegibi authorized dealer or retailer.

2.2 The Commercial Warranty is issued by Effegibi solely in favor of the Purchaser and it is neither transferable nor assignable to third parties.

2.3 The Commercial Warranty operates solely in relation to those Products which are installed in the countries in which an Effegibi authorized retailer, retailer or service center is present. The updated list of Effegibi dealers, retailers and service centers is available on the website www.effegibi.it.

3. Warranty Exclusions and Limitations

3.1 This Commercial Warranty does not cover:

- a) removable components of the Products, including but not limited to knobs, handles, lamps, mirrors, external piping and other accessories;
- b) consumable materials and Products’ components subject to wear due to usage, including but not limited to filters, seals, boilers for steam generators, valves, heater elements, filters, gaskets, pipes.
- c) non brand-new Products;
- d) Products which Effegibi determines that have been tampered with or whose serial number has been modified, removed or otherwise altered or rendered illegible;
- e) Products which have been assembled, installed, connected to the power supply systems, commissioned or repaired by non-qualified personnel or by personnel not authorized by Effegibi, even if such works were carried out using original spare parts.

3.2 This Commercial Warranty does not apply if the defect is not directly attributable to Effegibi including, without limitation, all cases where the defect has been caused by:

- a) damages occurred during transportation (scratches, dents, faults, etc.);
- b) assembly, installation, connection to the power supply systems or commissioning of the Product not correctly performed or not performed in accordance with the instructions provided by Effegibi;
- c) incorrect use or use not in accordance with the instructions provided by Effegibi or, in any event, for purposes or in manners other than those for which the Product is specifically intended;

- d) sudden change in voltage occurred where the Product is installed or, at all events, due to installation the Product in not suitable locations;
- e) normal wear and tear of the Product due to use or non-use;
- f) problems in the surface layer of the Product due to dirt, lime scale, scratches or abrasions, which have arisen during usage of the Product or due to direct exposure to atmospheric agents, or due to the use of unsuitable cleaning and/or abrasive products;
- g) lack of or insufficient and proper maintenance, or maintenance not carried out in accordance with the instructions provided by Effegibi and/or the diligence required by the nature of the Product;
- h) other causes that are not ascribable to Effegibi including but not limited to repairs or modifications made by the Purchaser, tampering, knocks, vandalism, misuse, accidents or acts of God.

4. Activation and effectiveness of the Commercial Warranty

4.1 In order to benefit of the Commercial Warranty, the Purchaser shall activate it, by no later than 15 (fifteen) days from the date of purchase of the Product, filling out and sending the attached form by email to the email address service@effegibi.it, or registering the product in the website www.effegibi.it/assistenza, inclusive of the following information: name of the Purchaser, address of installation of the Product, serial Product number and purchase date.

4.2 The Commercial Warranty shall remain in force for a period of 2 (two) years starting from the date of its activation.

5. Warranty Service

5.1 In order to obtain warranty service under this Commercial Warranty, the Purchaser shall notify any possible non-conformity or defect affecting the Product directly to Effegibi or to the closest Effegibi authorized service center, the details of which are available on the website www.effegibi.it.

5.2 The warranty service shall be provided only on condition that Effegibi or any Effegibi authorized service center ascertains that the non-conformities or defects affecting the Product are covered by the Commercial Warranty.

5.3 In case non-conformity or defect notified by the Purchaser is ascertained by Effegibi as actually covered by the Commercial Warranty, Effegibi, directly or through any Effegibi authorized service center, at its sole discretion, will only restore the conformity of the Products or remove the defects affecting the same, at no costs to the Purchaser.

5.4 Should the Product be installed in locations which are hardly reachable or along with rare or valuable materials, the Purchaser shall only bear the charges incurred by Effegibi to remove, transport and reposition the Product in its original place of installation.

6. Disclaimers

Effegibi shall not be liable for any damage which, directly or indirectly, may arise out of failure to observe all instructions included in the operation manual or in leaflets and catalogues pertaining, in particular, the warnings relating to the assembly, installation, use and maintenance of the Product, and/or as a consequence of any Product's use that does not comply with the diligence required by the nature of the Product itself.

7. Applicable law

The Commercial Warranty is governed by Italian Laws and any dispute arising from the same shall be exclusively referred for its resolution to the Court of Forlì.