

GENERAL WARRANTY CONDITIONS

1.1. DURATION OF THE WARRANTY

DAB Pumps Spa is committed to supply Products in compliance with the agreements and free from defects that make them unsuitable for the use for which products of the same type are normally intended.

All the products, including spare parts, with the exception of Evosta 2 and Evosta 3 are guaranteed against construction material and processing defects for a period of 24 months from the date of delivery or purchase. Such date shall be demonstrated by the delivery document or the invoice issued by DAB Pumps Spa. Should such documentation not be available, the 24-month period shall be calculated from the date of production indicated on the product identification plate.

The wet rotor circulator ranges Evosta 2 and Evosta 3 are instead covered by a warranty for a period of 60 months (5 years) from the date of delivery or purchase. (only for EU markets).

1.2. WARRANTY TERMS

- 1.2.1** Product conformity defects and faults must be notified in writing, under penalty of expiration of the warranty, within 8 days from the date of delivery of the product, or discovery, in case of hidden conformity defect or fault, or from the date when the buyer could have discovered the conformity defect or fault through an accurate analysis of the product, or, again, from the actual date of receipt of the claim and/or request from third party relating to the Product. All this notwithstanding the General sales conditions.
- 1.2.2** The warranty terms shall be fulfilled through total replacement of the product, or replacement of some components, or free repair, or a price reduction, or, should the payment have already been made, partial return of the amount paid, taking into account the level of use of the product and its age, and only after the existence of the manufacturing defect has been confirmed by the DAB or DAB Service Partner. The latter shall also be requested to check the delivery/purchase documentation before applying the terms of the warranty.
- 1.2.3** The replacement of the product, or any components, shall not result in any changes to the terms of the warranty. This means that the warranty period for the replaced product, or any replaced components, shall still be calculated from the date of purchase or delivery of the original product.
- 1.2.4** The product repaired/replaced under the terms of the warranty shall be returned with freight charges for the account of the recipient (ex our works).
- 1.2.5** The product or the various components replaced will be scrapped by DAB Pumps Spa on behalf of its Customer who has benefited of the warranty, unless requested by the Customer to return the products. This request must be sent to the Customer Service within 5 days from the date of receipt. The shipping costs will be charged to the Customer.
- 1.2.6** The warranty does not cover any direct and indirect damages caused by DAB Pumps Products, including any costs for their removal and reinstallation, or costs for the installation of replacement products, including any products installed while the repairs are being carried out.
- 1.2.7** No warranty related issues shall authorise the Customer to withdraw from its contractual commitments.
- 1.2.8** The warranty is subjected to the compliance by the Customer with the agreed payment terms.
- 1.2.9** The standard warranty terms applied by DAB Pumps Spa do not affect the statutory rights of consumers pursuant to the 1999/44/EU European Directive, acknowledged in Italy with Italian Legislative Decree no. 206/2005, applicable to consumer end users.

1.3. LIMITS OF THE WARRANTY

DAB Pumps Spa shall not be liable for conformity defects and products faults in the following cases:

- 1.3.1** if the conformity defect or fault is due to drawings, designs, information, instructions, software, materials, semi-finished products, component or else, supplied by the Buyer, or by any other parties on behalf of the same;
- 1.3.2** if the conformity defect or fault is due to product tampering, or repairs/modifications not carried out by DAB, or by third parties authorised by the same;
- 1.3.3** if the conformity defect or fault is due to incorrect installation of the product;
- 1.3.4** if the conformity defect or fault is due to a failure to protect the product, or to inappropriate protection, or to errors in the connection of the product;
- 1.3.5** if the conformity defect or fault is due to the use of corrosive liquids and/or any liquids not contemplated in the documentation delivered with the product;
- 1.3.6** if the conformity defect or fault is due to the use of liquids with the presence of suspended solids in quantities greater than what is permitted;
- 1.3.7** if the conformity defect or fault is due to normal wear and tear;
- 1.3.8** if the conformity defect or fault is due to an incorrect use of the product (e.g. overloading beyond the limits of the product);
- 1.3.9** If the conformity defect or fault is due to an occurrence taking place after the risks have been transferred to the Buyer;
- 1.3.10** if the conformity defect or fault is due to a proven shortfall or default of the electric system, the supply system, or changes resulting from environmental or climate conditions, or conditions of any other nature;
- 1.3.11** if all the product installation, energy network (electric and water lines) connection, use and maintenance activities have not been carried out in strict compliance with the instructions of the Instruction Booklet, or the documentation delivered with the product;
- 1.3.12** if the conformity defect or fault is due to improper and incorrect use of the product, not in compliance or against the indications of the User and Maintenance Booklet, or if the product is used for purposes other than its intended purpose;
- 1.3.13** if the conformity defect or fault is due to the installation and use of the product not in compliance with technical and safety standards;
- 1.3.14** if the conformity defect or fault has been caused by defects in the plant or equipment to which the product is connected;
- 1.3.15** if the product or goods are damaged during transport carried out by the customer or by appointed transporters;
- 1.3.16** Moreover, the warranty shall not apply in case of:
 - use of non-original spare parts;
 - regular maintenance activities, or replacement of components subjected to normal wear;
 - new products, never installed and still sealed;

In general, the warranty does not cover defects not caused by objectively identified construction or material faults.