



LIMITED WARRANTY

12 months
[for United States Only]

COVERAGE. Lattuada North America Inc. (“WARRANTOR”) warrants that each Lattuada PRODUCT will be free from defects in material and workmanship for a period of 12 months from the date of shipment of the PRODUCT. The Limited Warranty is referred to herein as “the Limited Warranty.” The PURCHASER’s sole and exclusive remedy under this Limited Warranty for defects in the PRODUCT shall be the repair, replacement or refund of the purchase price, in WARRANTOR’s sole discretion, of the defective PRODUCT, or components thereof. In any case the replacement of the PRODUCT or the refund of the purchase price will be the final solution in the case of different remedies are not possible or are excessively expensive for the WARRANTOR.

NOT COVERED. This Limited Warranty also does not apply to, and WARRANTOR shall have no liability or responsibility in respect of, damages or expenses relating to:

- The failure to properly store, transport, install or use the PRODUCT as, for example, specified in any manuals or other literature supplied by WARRANTOR, on WARRANTOR’s website, or in accordance with any applicable laws, codes, regulators or standards;
- Any PRODUCT purchased from any entity other than WARRANTOR;
- Alteration, change or modification of the PRODUCT by PURCHASER or a third party, including its subcomponents, parts or assemblies;



- WARRANTOR also makes no warranty that a PRODUCT manufactured does not infringe the intellectual property or other proprietary rights of any third party;
- Accidents, misuse, abuse, abnormal use, improper use, negligent use, wilful misconduct, or use exceeding the recommended and permitted limits of the PRODUCT, and/or normal wear or deterioration;
- Any defect or non-conformity that has not been timely and promptly communicated in writing to WARRANTOR as set forth herein.
- Any damage, cost or expense caused by Act of God or Force Majeure; or
- Loss of time, loss of use, inconvenience, loss of profits, loss of production, lost business, lost business opportunities, damage to reputation, goodwill and any incidental or consequential damages arising out of or relating to the PRODUCT, or other matters not specifically covered hereunder.

PROCEDURE. Upon delivery, PURCHASER shall, within three (3) business days, inspect the PRODUCT for conformity and visible defects. PURCHASER shall give WARRANTOR immediate written, specific and detailed notice of any non-conformities or defects regarding the PRODUCT. Upon receipt of the written notice of claim, WARRANTOR shall have the right to inspect the PRODUCT. In the event of a defect covered by this Limited Warranty, WARRANTOR will, at WARRANTOR's discretion, repair or replace the PRODUCT or any component of the PRODUCT or refund the purchase price for that particular PRODUCT. In the event that PURCHASER submits a warranty claim that, in the sole reasonable discretion of the WARRANTOR, is unfounded, the PURCHASER shall reimburse the WARRANTOR all



reasonable costs incurred by the WARRANTOR in evaluating the warranty claim (i.e. travel, lodging, expert evaluations, etc.). WARRANTOR must approve, in advance and in writing, all repairs or replacements covered under or performed pursuant to this Limited Warranty. Any warranty repairs or service must be performed exclusively by WARRANTOR or other authorized representative of WARRANTOR or by another servicing facility pre-approved in writing by WARRANTOR. Acceptance of any Limited Warranty claim is not an admission that any PRODUCT or any of its component parts are defective. In any case, the final term for a valid objection is three (3) days after the installation of the PRODUCT.

The PURCHASER forfeits any rights it may have under this Limited Warranty if the PURCHASER does not follow the procedure described herein.

All requests and notices under this Limited Warranty shall be directed to:

Lattuada North America, Inc.
6967 Wales Road, Suite F, Northwood OH. 43619
e-mail: _____info@lattuada-na.com_____

LIMITATION OF DAMAGES. Except as expressly provided by this Limited Warranty, **WARRANTOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OR NON-USE OF THE PRODUCT OR A CLAIM UNDER THIS LIMITED WARRANTY, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** The foregoing statements of warranty are exclusive and in lieu of all other remedies or damages. Some states do not allow the



exclusion or limitation of incidental or consequential damages, so only in this case this limitation or exclusion may not apply to you. This Limited Warranty shall be the sole and exclusive remedy available to the PURCHASER with respect to this PRODUCT. In the event of any alleged breach of any warranty or any legal action brought by the PURCHASER, based on breach of warranty, alleged negligence or other tortious conduct by WARRANTOR, the PURCHASER's sole and exclusive remedy will be the repair or replacement of any defective PRODUCT as stated herein.

In no event shall the liability of the WARRANTOR exceed the purchase price of the PRODUCT.

DISCLAIMER. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN WARRANTY. This

Limited Warranty shall be the sole and exclusive remedy available to the PURCHASER with respect to this PRODUCT. In the event of any alleged breach of any warranty or any legal action brought by the PURCHASER based on alleged negligence or other tortious conduct by WARRANTOR, the PURCHASER'S sole and exclusive remedy will be repair or replacement of defective materials or refund of the purchase price, as stated herein.

PURCHASER shall indemnify and hold harmless WARRANTOR from any and all claims and/or damages brought against WARRANTOR by a third-party with respect to any claims for damages or expenses relating to matters NOT COVERED by this LIMITED WARRANTY, as set forth above. **TRANSFER OF LIMITED WARRANTY.** This warranty is made by WARRANTOR with only first PURCHASER of the PRODUCT and does not extend to any subsequent



PURCHASER or any third parties. The unexpired portion of this Limited Warranty may not be transferred to any entity.

APPLICABLE LAW. This Limited Warranty shall be deemed to have been particularly negotiated between parties. The parties expressly acknowledge and irrevocably agree that any and all claims or disputes arising out of or otherwise relating to this Limited Warranty shall be decided exclusively by Court of Milan under Italian Law with the exclusion of any courts of any place. PURCHASER expressly waives any provision of law in the jurisdiction in which PURCHASER is located or any other potentially applicable law which conflicts with any provision of this Limited Warranty at any time.

In the alternative, should it be determined by a Court of that the Court of Milan under Italian Law does not have jurisdiction to oversee the matter, then the parties expressly acknowledge and irrevocably agree that any and all claims or disputes arising out of or otherwise relating to this Limited Warranty shall be decided by a binding arbitration administered by the American Arbitration Association pursuant to Commercial Industry Rules in effect as of the date of this Limited Warranty, to the exclusion of any courts of any place, except as necessary for the enforcement of arbitration rights, and without giving effect to the United Nations Convention regarding contracts for the International Sale of Goods (which the parties expressly waive). The place for any such arbitration shall be New York. PURCHASER expressly waives any provision of law in the jurisdiction in which PURCHASER is located or any other potentially applicable law which conflicts with any provision of this Limited Warranty at any time.



OTHER RIGHTS. Your acceptance of delivery of The **PRODUCT** constitutes your acceptance of the terms of this **Limited Warranty**. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. If any term or provision of this Limited Warranty is invalid or unenforceable under any local, state, or federal law, statute, judicial decision, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this Limited Warranty shall remain in full force and effect.

ENTIRE AGREEMENT. This document alone contains the entire Limited Warranty given by **WARRANTOR** in respect of the **PRODUCT**. Nothing in **WARRANTOR**'s product literature, marketing materials, advertisements and technical specifications expand or enlarge the scope of this Limited Warranty. There are no terms, promises, conditions or warranties regarding the **PRODUCT** other than those expressly contained herein. **WARRANTOR** specifically does not authorize any person, including but not limited to any dealer or other agent or employee of **WARRANTOR**, to extend the time, scope, terms or conditions of this Limited Warranty or to create or assume for **WARRANTOR** any other obligation or liability with respect to the **PRODUCT** or other products designed, manufactured or sold by **WARRANTOR**. All terms of this Limited Warranty are contractual and not mere recitals, and constitute material terms of this Limited Warranty. It is agreed and acknowledged that the provisions of this Limited Warranty allocate the risks between **WARRANTOR** and **PURCHASER**, that **WARRANTOR**'s pricing



reflects this allocation of risk, and but for this allocation and limitation of liability, WARRANTOR would not have entered into this Limited Warranty.

THIS DOCUMENT AND ALL PROVISIONS CONTAINED HAS BEEN SPECIFICALLY AGREED BETWEEN THE PARTIES.

AGREED AND ACCEPTED on this ____ day of _____, 20____, by PURCHASER.

PURCHASER:

{print company name}

{signature}, an authorized representative of Purchaser

{print name & title}