

GENERAL WARRANTY TERMS & CONDITION

The Manufacturing Company warrants the products put on the market with the brand Newton Trasformatori SpA , in compliance with terms and conditions provided for by the law in force. In particular, the warranty has a **12-month** validity as from the date of the product purchase by the user-customer, and such date is that specified on the relevant invoice. In any case, the warranty may not be extended over **24 months** as from such date. The basis for choosing the Warranty period of validity shall be fixed from time to time in compliance with what specified in the Directive 99/44/EC, Art. 1, sub-section 1, 2 and 3. The current warranty is valid for all Countries belonging to the European Economic Community.

In order to be entitled to the warranty the end user shall notify the dealer of the possible defect within the terms provided for by the law by exhibiting the official documentation proving the date of the product purchase, in particular the purchase invoice, the receipted bill for tax purposes or any other tax record showing the purchase occurred, where the serial number of the product is indicated. In the event that the defect is notified over the terms fixed or the above-mentioned documentation is lacking, no warranty will be allowed.

The warranty is intended to be only limited to the replacement of those parts (and to the costs strictly related to it), which show a manufacturing defect or wrong assembly, according to the final judgement of the technical management or the person entitled by it. Each and any other liability and/or obligation to other expenses, direct and/or indirect damage and losses arising from the use and/or total and/or partial impossibility of using the product are excluded.

The warranty of the spare parts used for repairing during the warranty period is anyway restricted to the terms provided for by the law and in no way it may be renewed. However, such warranty may be used only and exclusively when the authorized personnel carry out the replacement of parts and this is subordinate to the use of original spare parts.

Repairing carried out during the warranty period is intended to occur ex-head office of the dealer who executed the sale or ex-authorized service centre that is nearest to the customer office.

Therefore, any expense relating to transports and/or packaging concerning repairing itself is charged to the buyer.

The product shall be actually exhibited at the place where the warranty may be obtained without any change and without other devices and/or accessories assembled except those existing upon the sale itself. The warranty may be obtained only and exclusively exhibiting the request for it in any one of the items indicated in the enclosed list.

The warranty automatically lapses as soon as the terms provided for by the law have expired or when just one of the following cases occurs:

- A) User-customer's non- or wrong maintenance or third parties'.**
- B) User-customer's breaking of the seals affixed and/or change of the programming parameters or third parties'.**
- C) User-customer's employment of inadequate oil or third parties'.**
- D) User-customer's inability to use the product or third parties'.**
- E) Repairing carried out by non-authorized personnel.**
- F) User-customer's employment of non-original spare parts or third parties'.**
- G) Impacts, fires, flooding and/or other accidental events even if of geological or atmospheric nature.**

In addition, the warranty may not be applied to the breakdowns arising from standard wear .

The warranty relating to the components that are not produced by the Newton Trasformatori SpA is allowed within the limits it is given by the manufacturers of such components.

The current warranty does not absolutely aim at debarring the user-customer from the rights that the Directive 99/44/EC of 25th May 1999 confers him/her.

In addition, the current Warranty invalidates and replaces any other express or implied warranty, and it will not be able to be changed except in writing by Newton Trasformatori SpA exclusively.

Poggibonsi – Italy July 26th 2012