

WARRANTY TERMS

This warranty is granted by any manufacturing plant controlled or owned by Bolzoni S.p.A. (each "**Bolzoni**") to the original purchaser of a defective product ("**Product**") which is i) entirely manufactured by Bolzoni and ii) purchased in EMEA and AMERICAS Countries from Bolzoni's authorised retailers or distributors.

Without prejudice to any different agreement and exemptions provided herein, Bolzoni warrants, starting from the date of transfer of ownership of the Product to the Customer, and for the applicable following term ("**Warranty Term**") of:

- a) a maximum period of 12 months, or 2000 working hours (whichever comes first), if the Product consists of used items, forks, lift tables or spare parts which have been sold separately; or
 - b) a maximum and extended period of 36 months, or 6000 working hours (whichever comes first), if the Product consists of any other products manufactured by Bolzoni;
- that such Product, including its parts and materials, is of good quality and free from defects in material or workmanship ("**Defect(s)**").

This warranty does not apply, and Bolzoni shall not in any case be held liable, in any event where, in addition to the exemptions provided by law, **i)** the Defects are of a minor importance and do not affect the Product security or fitness for its purported use, including but not limited to any painting defect, scratch or marginal nick; **ii)** the Product has been used by the Customer for purposes other than those of the product category which the Product belongs to or typical of the industry practice in which the Customer operates; **iii)** the Defects depend, either in whole or in part, on a wrong installation of the Product, a negligent use or handling of the Product or, in any case, on an use not compliant with any indication and instruction possibly provided by Bolzoni or obtainable from the technical and/or informative materials prepared by Bolzoni; **iv)** the Customer has attempted the repair of the Product by its own, without the prior approval of Bolzoni, or appointed any third person for such repair, or did not use original Bolzoni®, Auramo® or Meyer® parts for repairing the Product; **v)** the Defects depend, either in whole or in part, on amendments or technical adjustments required by the Customer and implemented by Bolzoni under Customer's technical instructions when ordering the Product; **vi)** the Defects consist of normal wear and tear or it is otherwise due to the normal aging of the product.

If a Product affected by any whatsoever Defect is repaired and re-delivered to the Customer, or replaced with another used product, the warranty term of the Product delivered to the Customer shall last for the same period of the Warranty Term originally provided for the Product affected by Defects.

With respect to any Defect reported during the third year of a warranty term of 36 months, when applicable, Bolzoni will provide the replacing parts or the new Products free of charge while any labor costs related to the inspections, delivery and any other expense which the same Bolzoni has incurred to carry out the necessary repairs and replacement of the defective parts or the Product will be charged to the Customer.

Bolzoni's obligations under this warranty are limited to the repair, replacement or reimbursement of the Product: Bolzoni doesn't assume any other implicit or express warranty for other damages or liabilities. To the extent allowed by applicable law, Bolzoni's liability arising out of the supplying or use of the defective Product shall in no case exceed the contract price of the Products.

Any complaint, claim or request for damages compensation related to the occurrence of Defects which, due to their nature, can be detected as a result of an accurate and careful inspection, shall be reported by the Customer to Bolzoni in writing within and not later than 6 (six) days of the Product delivery date to the Customer, under the penalty of forfeiture of any remedy and action of the Customer, with the consequent exoneration of Bolzoni from any liability. Should the Defects be instead of such a nature as they cannot be detected as a result of an accurate and careful inspection, any complaint, claim or request for damages compensation related to their occurrence shall be notified to Bolzoni in writing, under penalty of forfeiture of any Customer's remedy and action, with the consequent exoneration of Bolzoni from any liability, within and not later than 8 (eight) days of their discovery.

Customer's Defects complaint within the terms provided herein shall be supported by proof of purchase, a summary description of the Defect and suspected causes, if known by the Customer, as well as by a photographic evidence. Once the complaint is received, Bolzoni will take care of classifying the request and requiring the Customer for any possible and further information Bolzoni may deem necessary for a Product preliminary analysis. If requested by Bolzoni, the Customer shall also allow Bolzoni to make a previous inspection of the Product affected by Defects at the Customer's premises. Bolzoni shall be also entitled to request the Customer to deliver the Product affected by Defects to Bolzoni's service centres, at Customer's care and expenses and within 14 (fourteen) days, in order to carry out further checks or grant the Customer, if applicable, the remedies provided hereunder.

In the event that, as a result of the necessary checks, Bolzoni deems that the Defects are covered by the warranty, Bolzoni will provide at its own discretion, with the exclusion of any other remedy, to: **i)** repair, at its own expenses, the defective Product at Bolzoni's premises and then deliver as soon as possible the refurbished product to the Customer; **ii)** repair, at its own expenses, the defective Product at Customer's premises through the intervention of Bolzoni's technical specialists; **iii)** with Customer's consent, authorise the Customer to repair the Product at its own care, with spare parts supplied by Bolzoni if needed and under Bolzoni's instructions, and subsequently, if requested by the Customer no later than 4 weeks from the aforesaid authorisation, reimburse the Customer for documented and reasonable costs incurred for the reparation; **iv)** replace, at its own care and expenses, the defective Product with a new Product or a used working product in general wear and tear conditions not worse than those of the Product affected by the Defect; **v)** reimburse to the Customer the unit price paid for the Product affected by the Defect, instead of repairing or replacing the same Product.

Whenever the Defects reported by the Customer prove to be non-existent or in any case not covered by the warranty provided by Bolzoni as a result of all the necessary verifications, Bolzoni shall be entitled to charge the Customer with the costs of inspections, delivery and any other expense which the same Bolzoni has incurred to carry out the necessary verifications.

Piacenza, June 2021