



## MANUFACTURER'S REPRESENTATIONS AND WARRANTIES FOR THE U.S.A AND CANADA

### **TechnoAlpin S.p.A.**

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These Representations and Warranties are applicable to all customers (collectively, the “Customers” and each, individually, a “Customer”) purchasing products (the “Products”) manufactured by EmiControls SRL (the “Company”).

### **1. Warranty and Limitations:**

- 1.1. Subject to the limitations contained in Section 2, Company warrants solely to the original purchaser of the Products that for the Warranty Period (as defined below), the Products will be free from defects in materials and workmanship under normal use, and will conform to Company’s published specifications of the Products and the Products’ operating manual, if applicable. Notwithstanding the foregoing, Company retains its right to deviate from its published specifications due to the latest innovations and improvements in function and design of the Products. The warranties set forth herein shall not apply in the event of any modifications, installations or other technical alternations on the Product performed by or on behalf of the Customer.
- 1.2. The foregoing warranty is subject to the proper storage, transportation, and proper use of the Products by a properly trained person, as defined in the Products’ operating manual, and does not include defects due to normal wear and tear or deterioration. Company further does not warrant: (a) damage caused by use of the Products for purposes other than those for the use it was purchased for or any other abuse or misuse by Customer, as defined in the Products’ operating manual, (b) damage caused by disasters such as fire, flood, wind, and lightning, (c) damage caused by unauthorized alterations of the Products or modifications to the Products without the prior written consent of Company, or (d) Products which have been damaged by Customer or its customers.



- 1.3. Customer shall immediately, but in any event no later than seven (7) business days following delivery or installation of the Product, inspect the Products for conformity and visible defects. Customer shall give Company immediate written notice of any non-conformities or visible defects regarding the Products. In the event that Customer fails to provide the Company within seven (7) business days following delivery or installation of the Products with notice of any non-conformities or visible defects, any warranty claims in this regard shall be deemed waived.
- 1.4. Customer shall immediately notify Company in writing of any other defects of the Products and return such defective Product. Company's sole obligation under the foregoing warranty is, at Company's option, to replace or exchange the defective Product or issue a merchandise credit for the defective Product. Any replaced or exchanged Products shall be subject to the warranty set forth in 1.1., following their replacement or exchange. If Company has received notification from Customer, and no defects of the Product could be discovered, Customer shall bear the costs that Company incurred as a result of the notice. It shall be in Company's sole discretion to determine if the Product has a defect.
- 1.5. With respect to orders made to custom, any defects of the Products caused by Customer's specifications are excluded from the warranty set forth in 1.1.
- 1.6. Company also makes no warranty that the Products manufactured under an order made to custom do not infringe the intellectual property or other proprietary rights of any third party and Customer is solely responsible for assuring that such Products do not so infringe.
- 1.7. With respect to Special Orders, Company makes no warranty that the Products manufactured under a Special Order will be free from material defects in materials and workmanship under normal use, as defined the Products' operating manual, and makes no warranty that such Special Order Products do not infringe the intellectual property or other proprietary rights of any third party. Customer is solely responsible for assuring that Special Order Products do not so infringe.
- 1.8. The "Warranty Period" begins on the date of delivery of the Product to Customer, and continues to be in effect for twelve (12) months. In the event of any newly installed parts during repair due to warranty claims, the Warranty Period on such parts commences on the date of installation.
- 1.9. Company does not authorize any person or party to assume or create for it any other obligation or liability in connection with the Products except as set forth herein.
- 1.10. All requests and notices under this Warranty shall be directed to:

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Website: <http://www.technoalpin.com/>

## **2. Limitation of Liability:**

IN NO EVENT SHALL COMPANY BE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES, OR ANY ACT OF GOD DAMAGES SUCH AS AVALANCHES, MUD SLIDES, EARTH QUAKES, TORNADOS, HURRICANES, THUNDER STORMS, OR DAMAGES CAUSED BY ANY OTHER PERSON OR ENTITY, ARISING FROM OR RELATING TO ANY LIABILITY, LOSS OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED, DIRECTLY OR INDIRECTLY BY THE EQUIPMENT OR ANY PRODUCTS MANUFACTURED OR SERVICES PROVIDED BY COMPANY, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, REVENUE, GOODWILL OR USE, INCURRED BY CUSTOMER OR ANY THIRD PARTY WHETHER IN AN ACTION IN CONTRACT, TORT, STRICT LIABILITY, OR IMPOSED BY STATUTE OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. COMPANY SHALL ALSO NOT BE RESPONSIBLE FOR DELAYS CAUSED BY DELAYED CONSTRUCTION WORKS PERFORMED BY THE CUSTOMER, AS ERECTION OF PUMP STATIONS OR FINALIZING PIPE AND ELECTRICAL INSTALLATIONS.

COMPANY EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND THOSE WARRANTIES ARISING FROM A COURSE OF PERFORMANCE, A COURSE OF DEALING OR TRADE USAGE. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ANY REMEDY OF CUSTOMER FOR BREACH OF ANY WARRANTY UNDER THIS AGREEMENT OR APPLICABLE LAW IS LIMITED TO REPAIR OR REPLACEMENT OF ANY NONCONFORMING GOODS OR PARTS.

NOTWITHSTANDING THE TERMS AND CONDITIONS SET FORTH IN SECTION 1.1, COMPANY'S LIABILITY – WHETHER BASED UPON CONTRACT, TORT, EQUITY, NEGLIGENCE OR ANY OTHER LEGAL CONCEPT – SHALL IN NO EVENT EXCEED THE VALUE OF CUSTOMER'S ORDER, AS DESCRIBED ON THE ORDER FORM. IT IS AGREED AND ACKNOWLEDGED THAT THE PROVISIONS OF THIS AGREEMENT ALLOCATE THE RISKS BETWEEN THE CUSTOMER AND COMPANY, THAT COMPANY'S PRICING REFLECTS THIS ALLOCATION OF RISK, AND BUT FOR THIS ALLOCATION AND LIMITATION OF LIABILITY, COMPANY WOULD HAVE NOT ENTERED INTO THIS AGREEMENT.

IN JURISDICTIONS THAT LIMIT THE SCOPE OF OR PRECLUDE LIMITATIONS OR EXCLUSION OF REMEDIES OR DAMAGES, OR OF LIABILITY, SUCH AS LIABILITY FOR GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OR DO NOT ALLOW IMPLIED WARRANTIES TO BE EXCLUDED, THE LIMITATION OR EXCLUSION OF WARRANTIES, REMEDIES, DAMAGES OR LIABILITY SET FORTH ABOVE ARE INTENDED TO APPLY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW. CUSTOMER MAY ALSO HAVE OTHER RIGHTS THAT VARY BY STATE, COUNTRY OR OTHER JURISDICTION.