

Diemme.

BIDDER: PLAN@OFFICE Projectinrichting

Diemme certifies that its products are well manufactured and of good quality. Irrespective of its liability for any material defects, Diemme shall grant a warranty on the products of Diemme to the contract partner for a period of **5 years** in the mechanical parts and in accordance to the following conditions.

Applicability

The Conditions set forth herein shall apply exclusively to all sales and deliveries of products from Diemme to its customers.

Warranty period

The warranty period shall begin with the passing of risk in respect of the Product to the contract partner commencing on the date of the invoice, provided that the invoice has been fully settled. The warranty shall apply for a period of 5 years provided that the products are used as one shift operation (220 working days/year with 8 hrs. per day)

Services provided under the terms of warranty

The services provided by Diemme under the terms of warranty are limited to the supply of the spare parts which are necessary in order to eliminate any manufacturing faults, free of charge, excluding the shipping cost.

Defects in the products

The following cases are not covered by the warranty:

- Product parts that are subject to general wear (such as castors, upholstery, fabrics, gas units, surfaces of frames and tables, table edges, etc.)
- Defects caused by incorrect use (e.g. the use of soft castors on carpeted floors)
- Defects and/or parts that need to be repaired/replaced due to normal wear and tear
- Defects due to improper use, non-compliance with installation, incorrect handling, or or non-observance of the operating instructions are excluded. defects due to exposure to extreme conditions, e.g. thunder, lightning, water ingress, fire, bad ventilation or other conditions beyond the control of Diemme,
- Defects resulting from improper interventions or maintenance by persons who have not been authorized by Diemme.
- Defects resulting from desired deviations from the standard feature of a product
- The customer shall notify Diemme in writing of any defects in the Products that has been detected upon arrival inspections, installation or use of the Products, immediately, and no later than 30 days following the detection of the defects of the products. Should the customer fail to provide Diemme with such notification, Diemme shall be discharged of any liability for defects in the Products that reasonably could have been detected by such inspections.
- Complains and/or claims where Diemme's identification reference is not given and which are not supported by description of the damage or defect, model name, model number, invoice date and number and images/video of the defected spare part.

Limitation of Liability

Except as stated in clause "Defects in the products" above, Diemme's liability is limited to claims for damages caused by Diemme's gross negligence or willful misconduct.

The Diemme's liability is under any circumstance, limited to direct losses, whereby Diemme shall not be liable for indirect or consequential losses and shall, to the extent permitted by applicable law, have no liability for personal injuries or property damage caused by the Products.

Diemme srl

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The customer's right to claim compensation for damages shall, except as stated in clause "Defects in the products", only apply twelve (12) months after the date of delivery of the Products.

Retention of Title

Ownership to and right of disposal of the Products (hereunder the right of pledging or reselling the Products) does not pass to the customer until the customer has fulfilled all his contractual obligations towards Diemme, hereunder payment of the entire purchase price for the Products.

Place of performance and applicable law

Place of performance in respect of delivery of the Products and the customer's payment of Diemme's invoice shall be the registered office of Diemme as stated in the order confirmation.

Any disputes arising from the contractual relationships between the parties shall be governed by Italian Law and the parties submit to the exclusive legal venue Treviso in Italy.

Additional agreements, provisions, amendments and supplements to these conditions shall not be valid unless made in writing and signed by both parties.

Any difference on the state or number of goods found during the unloading must be marked immediately on the delivery documents and countersigned by the carrier for acceptance.

CODOGNE' 18/03/2021

Fortunato Mariotto
Diemme srl

