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<b>IO 01.CondGar: Conditions of guarantee - Automotive and Labelling Division products</b>		

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<b>Compilato / Drafted</b>	<b>Verificato / Checked</b>	<b>Approvato / Approved</b>
Resp. Gest. Qualità / Quality Manager	Dir. Commerciale / Commercial Manager	Dir. Generale / General Manager

<b>Ed.</b>	<b>Rev.</b>	<b>Data</b>	<b>Descrizione / Description</b>
2	0	05/07/2010	Emissione / Issue
2	1	08/04/2013	Sostituzione SAC con PM / Replacing SAC with PM
3	0	30/04/2016	Unificazione garanzie sui prodotti / macchine delle Divisioni Automotive e Labelling

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**1. SCOPE**

To define the general guarantee conditions for products manufactured and/or sold by the Vehicle Division, including the associated management of non conforming (NC) materials between customers and PRIMA Industries.

**2. FIELD OF APPLICATION**

The present instructions are applied whenever a customer identifies/communicates a possible product NC in order to:

- establish whether the complaint falls within the terms of guarantee and can therefore be accepted.
- inform the customer of our methods regarding the processing of complaints in order to avoid misunderstandings between the parties.
- clarify any doubts regarding the responsibility for transport and exceptional events.

**3. REFERENCES**

See List Information Documented

**4. DEPARTMENT / STAFF MEMBERS INVOLVED AND DEFINITIONS**


<b>PM</b>	Technical Support and Product Management
<b>UC</b>	Sales Office
<b>DC</b>	Sales Manager
<b>RGQ</b>	Quality Manager
<b>CQ</b>	Quality Control
<b>GIM</b>	Warehouse Computer Management
<b>GLOS</b>	Orders and Consignments Logistics Management
<b>SPED</b>	Consignments Manager

**5. ANNEXES**

**(Et03)** ----- **Finished goods label**

**6. DATA ACCESS AND DISTRIBUTION**

**Can be dispatched to customers by e-mail or by fax.**

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## 7. GENERAL PRINCIPLES

All products supplied by PRIMA Industries S.r.l. (hereinafter PRIMA) are guaranteed by the same, together with any other manufacturers involved, bearing civil and criminal responsibility for the products and stipulating regulations for the same. In the case of products not explicitly manufactured by PRIMA, the latter act as active intermediaries between the manufacturer and the customer in order to enhance PRIMA's after sales service.

Any commercial or technical relations involved in the management of the guarantee exist exclusively and strictly between PRIMA and their direct customers, consequently customers free PRIMA of all liability and any action undertaken by third parties, since customers are the sole and exclusive parties entitled to interact with PRIMA.

PRIMA products satisfy the quality requirements of the product sectors in which the company operates, subjected as they are to testing to satisfy the regulations in force and constant improvements in component parts and assembly, which are regularly communicated to customers.

## 8. STANDARD GUARANTEE

The obligations deriving from the guarantee provided are limited by the conditions indicated below. PRIMA:

- guarantee their products against material and manufacturing defects that occur in normal conditions of use of the product for a period of ONE (1) YEAR starting from the date that the product is put in operation by the customer, but not more than EIGHTEEN (18) MONTHS from the date of delivery (based on the date of the relative invoice). In cases when it is particularly difficult to trace the date of purchase/delivery of the product , it shall be ALWAYS considered the date printed on the PRIMA products or desumed from the machine label .
- accept complaints within FIFTEEN (15) DAYS from the date of delivery of the goods to the customer for shortages of materials relative to the packing list or invoiced goods, but in all cases not later than SIX (6) MONTHS. Shortages identified upon the opening of the packages or at receipt of the machine must be immediately reported at the onset of the event.

Whenever a defect or shortage of materials occurs the customer must send PRIMA, within the above cited guarantee period, a written complaint


- by fax to one of the following numbers: (+39) 0522 641682 or (+39) 0522 637588
- by e-mail to your commercial contact person and/or to our PM - Technical Support whose e-mail address is available at the PRIMA web site in the "Contacts" section,

the communication must include:

- the item code / serial number of the machine
- the quantity of contested products
- the production lot number

(all these information are displayed on the packaging label (Et03) or machine data plate)

any photographs/videos of the product and/or application or anything else that facilitates rapid and accurate analysis by PRIMA's Quality.

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PRIMA, after assessing the complaint according to internal methods and procedures, may:

- A) **confirm and acknowledge the complaint** and consequently:
- 1- send a reply e-mail to the customer detailing the analyses conducted and the reasons for which the guarantee is applicable to the product;
  - 2- collect the product and repair it without costs for the customer, utilizing new or reconditioned components;
  - 3- replace the product with a new product or one made with new or reconditioned parts, offering performance characteristics equivalent to those of the replaced product;
  - 4- refund the purchase price, and consequently request the customer to scrap the defective product on site or to return, at PRIMA's expense (using a courier indicated by our Customer Service) the defective products under guarantee in order to analyze the defect and implement the necessary corrective measures for the product;
  - 5- agree that the customer replaces the defective parts with new or reconditioned parts installable directly by the user, parts that PRIMA will supply in fulfilment of their guarantee obligations.

The parts supplied by PRIMA in fulfilment of their guarantee obligations must be used for the products for which guarantee cover was requested.


- B) **NOT confirm and thus NOT acknowledge the complaint** and consequently send a reply e-mail to the customer including the analyses conducted and reasons for which the guarantee is not applicable to the product.

In cases in which the documentation submitted does not permit to clearly define if the claim is admissible, PRIMA may request the dispatch, at the care of and at the expense of the customer, of items claimed to be defective for internal analysis. If the guarantee claim will be accepted PRIMA shall credit the customer sustained the transport expenses, otherwise the material received will be made available for collection EXW (INCOTERMS 2010) and at the care of the customer within 4 weeks of notification. After said term the items object of the non accepted claim will be scrapped at charge of customer.

**In all cases PRIMA acknowledges only the value of the product supplied or the replacement of the parts that our Quality acknowledges to be genuinely defective.**

**Save other agreements between the parties, which must be agreed in advance in writing, the following are excluded from the guarantee:**

- **accessory costs of reworking and/or demounting**
- **consignment to third parties**
- **production line down time**
- **any other item not listed here**

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## 9) **GUARANTEE EXCLUSIONS**

- a)** Cases in which the break down or malfunction is a result of:
1. negligence, incorrect or inappropriate installation or use;
  2. electrical discharges and voltages inappropriate for the characteristics of the product as described in the user's manual and/or in our catalogues;
  3. installation of new components or components not purchased from PRIMA ;
  4. use of inappropriate accessories and consumable materials;
  5. use of solvents or inappropriate cleaning products.
- b)** Tampering with products;
- c)** Intervention by customers on products under guarantee without prior written authorization from PRIMA's Quality Section.
- d)** When a specific defect is less than 0.5% of the annual total of the supplied products, since this is considered to be included in and covered by the product purchase price.
- e)** Cases of damage, accidents, and faults caused or deriving from transport or unforeseeable events outside of PRIMA's control.

## 10) **TRANSPORT**

With the exception of materials delivered or collected by our staff, goods always travel at the risk and hazard of the customer, both carriage forward and carriage free. The customer frees PRIMA of all responsibility for damage, loss, and disservice attributable to carriers, even if chosen by PRIMA.

## 11) **FORCE MAJEURE**

PRIMA Industries will make the maximum effort to fulfil all obligations assumed on the basis of the present contract, but will be free of all responsibility for cases of delays or faults caused by circumstances beyond its control. In cases of delay, PRIMA Industries will fulfil all obligations assumed as soon as it is reasonably possible.

## 12) **APPLICABLE LEGISLATION**

The present contract is disciplined by Italian law .

PRIMA Industries will strive to resolve all disputes rapidly and efficiently. If the customer is unsatisfied with said efforts and choose to take recourse to the legal authorities, all disputes will be settled under Italian law and in particular by the Court of Reggio Emilia.

## 13) **AMENDMENTS**

PRIMA reserve the right to vary any annexes included in the present contract simply by communicating the fact by e-mail or fax, or publishing the same on their Internet web site, and consequently knowledge and acceptance of said variations, without reserve, is presumed at the time of the purchase of products.

**(Et03)** Etichetta prodotti finiti - Finished goods label

 <b>PRIMA</b> INDUSTRIES web site: <a href="http://www.primaindustries.it">www.primaindustries.it</a>		  	
<b>P32 - BASE SOST.P32 NERA D.35 TONDA - WALL, FLOOR AND ROOF RAIL SUPP</b>			
		<b>Lotto di produzione - Production</b>	
		421993_0117_300	
<b>Codice - Code</b>	<b>Pezzi - Pieces</b>		