



DEMAG LEGAL WARRANTY

The company DEMAG S.R.L., with headquarters in Via R. Murri 14 - 20013 Magenta – Italy, ensures the conformity of products in accordance with the provisions in force; it also provides that the own manufactured products are out of defects, under the legal warranty. Since these are B2B sales regulated by Articles 1490-1495 of the Italian Civil Code, DEMAG S.R.L. offers to its customers the following sales conditions.

1. Within the established limits in the current warranty, DEMAG S.R.L. in quality of manufacturer is committed to repair all potential construction defects that occur during the warranty period, set at 12 (twelve) months after the delivery of the product. The warranty obligations expire in case of suspension or change of agreed payment terms.
2. The warranty expires if the buyer does not correctly perform the rules laid down in the product use and maintenance manual.
3. The warranty does not cover:
 - Weaknesses and defects caused by ordinary consumption;
 - Wear of parts which by their nature are subject to fast consumption (for example cables, hoses, springs, collectors, etc.);
 - Damages or malfunction caused by user or third parties;
 - Damages or malfunction linked to non-compliance with provisions contained in the manual;
 - Weaknesses owed to tampering carried out by user or third parties;
 - Weaknesses resulting from unoriginal DEMAG S.R.L. products installation;
 - Damages or malfunction due to mounting, installing, incorporating of the product into a machinery incorrectly.
 - Weaknesses arising from use of tools and accessories not directly provided by DEMAG S.R.L.



4. In order to benefit of the warranty right, the buyer, when defect occurs, promptly informs DEMAC S.R.L. within 8 (eight) days from the date of finding and allows the same to conduct all the checks capable of verifying causes.
5. Shipment of defective product or component to DEMAC S.R.L. is borne by the buyer, covered by warranty, for the reparation or substitution of the same. The warranty obligation, as planned in that clause, is considered as fulfilled with the delivery to the buyer of the repaired or replaced product. DEMAC S.R.L. decide at its sole discretion if replace or repair the product. If it is not found any defect attributable to DEMAC S.R.L. and not covered by the current warranty, customer is charged for the performed intervention, inclusive of spare parts, labour and transport costs.
6. During the warranty period foreseen in paragraph 1), reparation costs are paid by DEMAC S.R.L.; reparations will be exclusively performed at the headquarters of DEMAC S.R.L. indicated in that warranty.
7. Remain excluded from that warranty breaks and damages caused by faulty handling, inexperience, accident or in any case imputable to the operator, caused by his own and/or by third parties, or when the buyer made changes without the written consent of DEMAC S.R.L., despite the relationship between these changes or reparations and the detected defects.
8. Hereby expressly agreed that DEMAC S.R.L. will be exempt from any liability consequent to any damage arising from the buyer for lack or decrease of production, resulting from construction faults or defects for which the current warranty will be in force.
9. Remains at the discretion of DEMAC S.R.L. grant for certain products and in presence of specific contract terms, any warranty extensions, also subject to a fee, in addition to the legal one here stated.

Magenta, 15/04/2025