

# SPECIFIC SALES CONDITIONS: *FOR MOBILE UTILITIES AND TELESCOPIC LINES*



## FOR FOREIGN MARKETS

### Art. 1

This regulation concerns the warranty terms and rights operating with reference to the following products of RAASM S.p.A. (hereinafter also referred to generically as "products"):

- a. electrical, hydraulic and electro-hydraulic slip rings;
- b. hose and cable reels for mobile utilities.
- c. telescopic water transfer lines.

### Art. 2

RAASM S.p.A. guarantees that products manufactured by RAASM are free from defects and comply with the laws and regulations in force at the time of their manufacture and sale.

### Art. 3

Warranty rights are governed by articles 1490 et seq. of the Italian Civil Code.

### Art. 4

RAASM S.p.A., at its sole discretion, may respond to the warranty by repairing/removing any construction defects that become apparent during the warranty period, which is fixed at 12 (twelve) months from delivery of the product. Repair and removal of the defect in the product, by express agreement, shall not have the effect of suspending the limitation period of the warranty right and shall in that sense cease, in any case, at the end of 12 (twelve) months from delivery.

### Art. 5

By express contractual agreement, RAASM S.p.A. shall be exempt from any liability arising from any damage caused to the purchaser as a result of lack of or reduced production, even if this is due to manufacturing faults or defects for which the warranty applies. In any case, the liability of RAASM S.p.A. shall never exceed the price of the product.

### Art. 6

The warranty does not apply in the following cases:

- a. the purchaser has failed to make regular payment for the product or has not fulfilled their obligations within the agreed terms of payment, and in this respect the warranty shall be deemed to be excluded from the outset pursuant to art. 1490 of the Civil Code;
- b. the purchaser has not used the product in accordance with the instructions for use or has not properly performed the maintenance work provided for and described in the Owner's Manual for the product, however named;
- c. ordinary and extraordinary wear of all parts which by nature, use and materials are subject to wear such as, by way of example only: gaskets, flexible pipes, springs, cables, etc. . .
- d. malfunctions, breakages, deformations and problems in general arising as a result of improper use of the product;
- e. repairs, manipulation and tampering with the product or its parts by personnel not appointed by RAASM S.p.A.;
- f. replacement of parts with materials not supplied by RAASM S.p.A. or with parts not specifically indicated by RAASM S.p.A. for the product or the specific part to be replaced/serviced;
- g. incorrect installation of the product or use with other products, tools or machinery not supplied by RAASM S.p.A. or for which the product is not designed.

### Art. 7

Repairs for which RAASM S.p.A. has acknowledged the warranty right of the product will be carried out at the expense of RAASM S.p.A. at the RAASM S.p.A. headquarters.

### Art. 8

RAASM S.p.A., upon request, may agree to carry out repairs at the location or plant indicated by the purchaser. Such acceptance shall only be valid if set out in writing and subject to acceptance by the purchaser of the terms, conditions and costs of the intervention submitted by RAASM S.p.A. to the purchaser.

### Art. 9

The defective product shall be sent to RAASM S.p.A. at the purchaser's expense.

### Art. 10

In the event that the defect is not attributable to a defect/ flaw which the warranty covers, the cost of the repair shall be borne entirely by the purchaser as well as any other costs inherent in the claim, such as, but not limited to, transport costs, verification, etc. . .

The manufacturer declines any responsibility for possible inaccuracies contained in this catalogue, due to printing or transcription errors. The manufacturer reserves the right to make any changes or improvements of a functional, technical or aesthetic nature without prior notice.

# RAASM

## Art. 11

If, on the other hand, the warranty applies, RAASM S.p.A. reserves the right to repair or replace the product at its own discretion. In any event, if RAASM S.p.A. agrees to replace the product, the replacement shall not suspend the warranty period, which shall cease at the end of the twelfth month from the original delivery of the replaced product.

## Art. 12

With the return of the repaired or replaced product to the customer, the warranty obligation of RAASM S.p.A. shall be considered fulfilled to all legal effects and all claims of the purchaser silenced.

## Art. 13

These conditions shall prevail over the general terms and conditions of sale of RAASM S.p.A., even in the event of any incompatibility.

## Art. 14

Insofar as not expressly provided for, the general terms and conditions of RAASM S.p.A. shall apply.

## Art. 15

Any warranty extension agreements with respect to these regulations shall be valid and operative only if expressly agreed to in writing by RAASM S.p.A..

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