





ARMET.SRL - Via Cisa Ligure.43.42041 BRESCELLO (RE) ITALIA - Tel.+39.0522.686099 - Fax+39.0522.686015 - info@armet.it - www.armet.it

GENERAL WARRANTY CONDITIONS ARMET S.R.L.

Dear customer, every purchase of Armet S.R.L. products is accompanied by a conventional warranty ("the Warranty") which is regulated according to the methods and conditions specified below. Under the following conditions, "customer" means any physical or legal person who buys products from Armet S.R.L

1.WARRANTY OBJECT

- 1.1 Armet S.R.L., single shareholder company, based in San Polo di Torrile (PR), Via IV Novembre, 23 C.F. 92192580345- VAT-ID IT02854460348 (hereinafter referred to as "Armet") guarantees that its products (the "Products") are free from original defects (the "Defects") due to their design and / or manufacture.
- 1.2 If the presence of Defects on the Products (the "Defective Product / s") is reported by the Customer and ascertained in the ways regulated herein, the Customer will have the right to their repair or, if the repair is impossible or excessively expensive, to the replacement of the Defective Products at Armet Srl's indisputable discretion.
- 1.3 When the Warranty is applicable, the operations realized by Armet to repair or replace the Defective Products will be carried out free of charge.
- 1.4 In case of replacement of a Defective Product, Armet will proceed to the withdrawal of the same or authorize its scrapping.
- 1.5 The Guarantee does not affect the rights provided in the Legislative Decree 6.9.2005 n. 206 and subsequent amendments and additions (the "Consumer Code") "

2. WARRANTY OPERATING CONDITIONS

- 2.1 The Warranty does not operate if the sale price of the Products has not been fully paid, specifying that if the payment is divided in several deadlines, the Warranty will be immediately operational and will remain so until the payment deadlines are promptly honored.
- 2.2 To correctly activate the Warranty, the Customer must inform Armet, within the deadlines described in articles 3 and 4 below, of the discovery of Defects by means of a report (the "Report") having the contents indicated in art .4 below. If the Report is communicated by telephone or video conference, the Customer must confirm the Report by sending an e-mail communication to the following email address:
- armetsrl@legalmail.it, unless Armet has communicated in writing to the Customer that it has taken note of the Report.
- 2.3 Once the Report is made, the Customer must promptly interrupt the use of Defective Products.







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- 2.4 Following receipt of the Report, Armet will do everything necessary to ascertain the nature and consistency of the Defects and to verify the timeliness of the complaint in accordance with art. 4 that follows. For these purposes, the Customer must make the Defective Products available for their inspection also by sending photographic documentation or by using video conferencing systems. If it is necessary to send the Defective Product to the Armet factory, the shipping costs will be at Customer's charge, without prejudice to the rules of the Consumer Code.
- 2.5 The repair of a Defective Product will be carried out in a reasonable time according to the entity of the defect.

3. DURATION - COVERAGE PERIOD

- 3.1 The Warranty will have the following duration: if the Customer is qualified as "consumer" according to the Consumer Code, it will last 24 months from the date of purchase of the Product, specified that "purchase date" means the invoice date; if the Customer is a legal or physical person who acts within his business activity, it will last 12 months from the date of delivery of the Product, specified that "delivery date" means the date on which the Products left Armet's warehouses and have been delivered to the Customer (the date on the delivery note must be taken as authentic).
- 3.2 Upon expiry of the term indicated in the previous article, the right of recourse provided for by article 131 of the Consumer Code, if applicable, must be understood as extinguished and inadmissible.

4. TIMES AND PROCEDURES OF THE COMPLAINT

- 4.1 During the warranty period, any complaints relating to the state of the packaging, the quantity, or the external characteristics of the Products (apparent defects), must be reported to Armet in writing and, under penalty of forfeiture, within 8 (eight) working days from date of receipt of the Products (the date on the delivery note must be taken as authentic).
- 4.2 Any complaints relating to defects that cannot be identified by diligent inspection upon receipt (hidden defects) must instead be reported to Armet, under penalty of forfeiture, within 8 (eight) days from the date of discovery of the defect. In this case, the report must be written precisely specifying the product code, the production lot (if available), the delivery date and the nature of the defect.

5. EXCLUSIONS AND LIMITATION OF RESPONSABILITY

- 5.1 All defects that result from the following causes are excluded from the warranty:
- a) transport operations that have not been carried out by Armet;
- b) failure to comply with measures regarding ordinary maintenance practice; neglect and carelessness;







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- c) failure to comply with the instructions provided by Armet for the use and / or storage of the Product;
- d) failure to comply with the installation rules and any other indications or instructions given in the technical notes supplied with the Product if the installation has not been directly handled by Armet;
- e) tampering, general maintenance, interventions carried out by unauthorized personnel; f) unusual or improper use of the Product, its placing in humid, excessively hot or cold, dusty rooms or with presence of chlorine, lacquers, paints or other chemical and / or toxic agents, or in any case in rooms unsuitable for correct storage of the Product, unless these circumstances have been reported to Armet before the purchase of the Products and Armet has guaranteed the tolerability of the Products to such environments; g) aggravation of damages caused by the use of the Products by the Customer once the Defects have occurred;
- h) use of spare parts, components and accessories that are not original or not recommended by Armet (replacement or repair of non-original parts cannot be requested) and damages caused to the Product by their use;
- i) anomalies or faulty functioning of the power supply (electronic / electromechanical locks);
- m) corrosions, incrustations or breakages caused by stray currents, condensation, aggressiveness or acidity of the water, descaling treatments carried out improperly, mud or limescale deposits;
- o) unforseeable circumstances, causes of force majeure such as frost, overheating, fire, theft, natural events (hail, tornadoes, lightning, floods, earthquakes), vandalism, accidents and other similar events.
- 5.2 Armet declines all responsibility for any damage that may, directly or indirectly, be caused to people, things or animals, resulted by non-compliance with all the reccomendations indicated in the Instructions and terms of use present in the installation, use and maintenance manual of the accessories and / or components.
 5.3 Armet declines any responsibility for indirect damages caused by a Defective Product such as, purely indicative but not exhaustive, production stoppage or failure to ship or transfer of the Product to third parties.

6. JURISDICTION

Any dispute relating to the interpretation and execution of the Warranty is referred to the exclusive jurisdiction of the Court of Parma, without prejudice to the mandatory rules of the Consumer Code.

Brescello 07.01.2020

ARMET S.R.L.