

# NOTICE REGARDING FABER'S PRODUCT WARRANTY

FABER S.p.A. is not classed as a retailer under article 44 and following and article 128 and following of the Italian Consumer Code. Nevertheless, given the nature of the products concerned, FABER has put in place a nationwide network of Technical Assistance Centres to provide Customers with assistance, even in their homes. On the basis of specific agreements with retailers of FABER brand products, these Technical Assistance Centres repair or replace products even under the terms of the Legal Guarantee of Conformity. Customers may therefore contact either an authorised FABER Technical Assistance Centre or the Dealer from whom they purchased the product to report defects of conformity. Customers should note, however, that according to article 130 of the Consumer Code, only the Dealer is legally obliged to offer recourse under the terms of the Legal Guarantee of Conformity.

The warranty provided with FABER products is a conventional Manufacturer's Warranty, offered to the Customer in accordance with article 133 of the Consumer Code, and complements rather than replaces the Legal Guarantee of Conformity for which the Dealer is responsible.

## CONDITIONS OF THE FABER MANUFACTURER'S WARRANTY

The following terms and conditions come into force automatically, starting from the date of purchase of the product.

### 1. Duration of the Manufacturer's Warranty

Under the terms of the Manufacturer's Warranty, FABER S.p.A. guarantees products to be free from defects in material and manufacture for a period of 2 (two) years starting from the date of purchase as proven by the VAT receipt or other fiscally valid document issued by the Dealer, bearing the name of the Dealer, identifying details of the product and the date of purchase.

### 2. Validity of the Manufacturer's Warranty

This Manufacturer's Warranty is only valid provided:

- a) The Customer reports the defect to the Dealer within 2 (two) months of its detection, reports made after this time not being taken into consideration;
- b) The defective product is presented to the Dealer, repair technician or Technical Assistance Centre along with this certificate and the VAT receipt or other fiscally valid document issued by the Dealer and bearing the name of the Dealer, identifying details of the product and the date of purchase.

FABER S.p.A. reserves the right to refuse work under the terms of this Warranty in the absence of the above documents or if the information provided on them is incomplete or illegible.

This Manufacturer's Warranty becomes null and void if the model name or serial number on the product has been modified, erased, removed or rendered illegible.

### 3. Terms and Conditions of the Manufacturer's Warranty

If a defect of material of manufacture is reported and acknowledged during the period of validity of this Manufacturer's Warranty, FABER S.p.A. shall, at its own discretion, repair or replace the product or its defective parts free of charge according to the following terms and conditions, provided the conditions listed in point 2 above are satisfied.

The product shall be replaced only if replacement does not prove objectively impossible or disproportionate in cost to repair. For the purposes of this Warranty, disproportionate cost is defined as cost that exceeds the cost of repair to an unreasonable extent, considering the value of the defect-free goods, the nature of the defect of conformity and the possibility of offering an alternative remedy without undue inconvenience to the Customer.

- If a defective product is repaired or replaced, the warranty on the repaired or new product shall remain valid only until the expiry of the original warranty issued for the product that has been repaired or replaced.
- Within a period of 24 months of use of the hood, starting from the date of purchase, work under this Warranty shall be performed free of charges for call-out, labour and spare parts.
- If work is carried out outside this Warranty, all reasonable and previously stated costs deriving from it shall be at the expense of the party requesting that work.
- In the event of defects detected in the first six months after the date of purchase, no fee shall be charged for verification of the defect, even if it is found that no defect existed at the time of delivery.
- If the Customer delivers a defective product to a Faber Technical Assistance Centre to have work done, the Customer shall be responsible for all risks deriving from transport, whereas if the product is collected by the Technical Assistance Centre, the Technical Assistance Centre shall be responsible for all transport risks.

### 4. Limitations on the Warranty

Reasonable and previously stated costs for labour and spare parts shall be excluded from this Warranty and therefore payable to the Technical Assistance Centre in the following cases:

- 1) Periodic maintenance work and the repair or replacement of parts subject to normal wear and tear, such as bulbs, grease filters, active carbon filters or cartridges, remote controls, ceiling lights, removable parts in general, accessories and consumables in which no defect of manufacture is detected.
- 2) Work and/or costs and/or defects and/or damage to property or injury to persons or animals deriving from:
  - a) Installation or use of the product that fails to conform to the technical and safety standards applicable in the country of use or that contrasts with the instructions for correct installation and use contained in the instruction manual supplied with the product;
  - b) Failure to observe instructions for use and periodic maintenance and/or failure to observe safety warnings contained in the instruction manual supplied with the product;
  - c) Improper use of the product, being any use of the product for purposes other than its intended purpose;
  - d) Damage to the product caused by installers or malfunctions caused by incorrect installation; dents, scratches and other such flaws, defects or damage caused by incorrect transport, unpacking or handling of the product; this exclusion does not apply if the flaw, defect or damage or the incorrect installation is attributable to personnel of FABER S.p.A. or to an authorised Technical Assistance Centre of FABER S.p.A.;
  - e) Defects in the systems or equipment to which the product is connected;
  - f) Modifications to or adaptations of the product made without prior written authorisation from FABER S.p.A., even if such modifications or adaptations have been made in order to ensure the product's conformity to national or local technical or safety standards in force in countries other than those for which the product was originally designed and made;
  - g) Repairs by unauthorised persons or by the end Customer;
  - h) Accidental and unforeseeable events such as lightning, floods, fires, incorrect ventilation or other causes not attributable to FABER S.p.A.

### 5. Work outside the Warranty – Technical Assistance

FABER S.p.A. offers a technical assistance service, care of its Technical Assistance Centres, for the repair of products "outside warranty", i.e. products whose 24-month warranty has expired. All work completed under such conditions shall be charged to the Customer.

**6. Territorial extension of the Warranty**

This Manufacturer's Warranty applies to the territory of the European Union.

This Manufacturer's Warranty does not affect Customers' legal rights afforded under the provisions of the Consumer Code.

This Warranty is the only valid Manufacturer's Warranty. Modifications to its terms and conditions and the issue of alternative oral or written warranties are strictly forbidden.