

WARRANTIES AND LIABILITY

The present document outlines the framework regarding warranties and liability adopted by Sicor S.r.l. (the “Company”) towards its Customers.

1. General principles

Sicor S.r.l. guarantees that its products are free from defects in manufacturing, materials and workmanship. Moreover, they conform to the Customers’ requirements and to the contractual agreements. It is also ensured they are suitable for their intended usage.

Sicor S.r.l. does not guarantee the conformity of its products when integrated in a complete lifting system. It only guarantees the compliance of the individual component with the relevant directive, by issuing a declaration of incorporation of any machine.

The warranty does not cover faults or defects that have occurred as a result of incorrect technical specifications provided by the Customer, normal production variations or related to component parts and consumables.

The duration of the warranty period refers to the period starting from the date of delivery of the product to the Customer and may vary between 24 months and 60 months, depending on the date of production and the type of product.

With regard to goods produced and shipped starting from 1st September 2022 and with the exception of spare parts and accessories, the duration of the warranty period is 60 months.

The validity and expiration of the warranty can be easily checked by typing the serial number in the "Customer Area" section of the website <https://www.sicoritaly.com>.

2. Applicable law

The present policy is regulated by the provisions of the Italian Civil Code (Regio Decreto 16 marzo 1942, n. 262), in accordance with the application of Italian law for all the contracts concluded by Sicor S.r.l.

3. Warranty procedure

If the Customer receives a complaint for an alleged failure or defect of the product or the Customer detect them, the Customer must notify Sicor S.r.l. within 8 days from the discovery of the fault.



Following the transmission of the information, the Customer must wait instructions and/or authorization to proceed from Sicor S.r.l., which will take action on the submission received within 5 working days.

The Company's answer will state if the request is well-founded and if it is covered by warranty.

If the claim is covered by warranty, Sicor S.r.l. will specify which actions are meant to be taken on the product.

The actions to be taken may alternatively be:

1. reparation of the product declared defective, following an authorization issued by Sicor S.r.l. In these cases, the Company will inform the Customer in advance on the amount it will be sent as a compensation for the repair of the product. If the Client carries out the repair without authorization, this will be automatically not covered by warranty;
2. replacement of the product declared defective or non-compliant with a new product provided by Sicor S.r.l. The Company will send to the Client an invoice for the new product and subsequent credit note, exclusively after the return of the defective product, to be done within 60 days from the date of issue of the invoice. Once this term has passed, Sicor S.r.l. may demand the payment of the invoice, refusing the subsequent return of the product itself. The replacement of the product will take place as soon as possible, depending on the production capacity and production program adopted by Sicor S.r.l. The Company reserves the right to replace the product with a similar one, having similar or higher characteristics;
3. return of the product declared defective or non-compliant to Sicor S.r.l. The Customer will pay the transport costs, which will then be reimbursed by Sicor S.r.l. only if the claim is well-founded and covered by warranty. If the product is not returned to the Company within 60 days starting on the date of the request of return, any demand regarding the warranty will not be taken into account. Following the receipt of the product, Sicor S.r.l. will notify the Customer of its determination within 30 days starting on the date of the actual receipt of the product itself;
4. destruction of the defective product and transmission to Sicor S.r.l. of the documentation proving the due and regular destruction. In case of request of a new product, the Company will send to the Client an invoice and subsequent credit note, exclusively after the declaration of destruction, authorized by Sicor S.r.l., to be done within 60 days from the date of issue of the invoice.
5. storage of the defective or non-compliant product, in order for Sicor S.r.l. to operate the subsequent service assistance.

At all events, Customers must make the product available to Sicor S.r.l., in order to guarantee the opportunity for the Company to proceed to the control and verification of the defect or the non-conformity thereof.

The guarantee procedure and the subsequent application thereof hereby described shall apply, in any case, only for the supply of the material deemed necessary for repair in case of replacement, or for the supply of the new product, or for the repair carried out by Sicor S.r.l.. Therefore, labour costs and transport costs are excluded and borne by the Customer, unless a different agreement has been reached between the Parties. Any amount claimed as compensation for potential damages is also excluded.

4. Terms

The duration of the guarantee is equal to 60 months, as described at previous Capt. 1., unless otherwise agreed. The warranty period is indicated in the “Customer area” section of the website <https://www.sicoritaly.com>.

5. Disagreement between Sicor S.r.l. and the Customer

Should there be any disagreement between Sicor S.r.l. and the Customer regarding the quality and/or the technical specifications of the product, the Company and the Customer must appoint an expert for each party for the analysis. In the event of a disagreement on the results of the abovementioned analysis, the Parties undertake to appoint a new expert, whose response will be deemed binding and final.

The costs resulting from the analysis will be equally shared between the Parties.

6. Predominance of the contractual agreements

The contractual clauses regarding the subjects of the present document prevail on the ones provided by the document itself.

Sicor S.r.l.