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Delivery and Warranty Conditions for Ambach Products delivered to UK

Present document is aimed at describing specific delivery and warranty conditions committed by **Ambach** Ali Group Srl, (hereinafter referred as "the Seller"), to its **Business Partners in UK** (hereinafter referred as "Buyers", or individually as the "Buyer"), for a proper and effective operational start up of its cooking equipment / cooking suites (hereinafter referred as the "Products"). Below conditions are to be added to Ambach General Warranty Conditions as per document on Annex 1.

1. Delivery Terms.

- 1.1. Delivery conditions are DAP and are to curbside. Should the Buyer require the Products to be delivered into location, the Seller will apply additional costs, that will be defined upon specific site survey performed by the Seller or by a third party appointed by the Seller.
- 1.2. Standard delivery times are on working days from 9.00 AM to 5.00 PM. Should the Buyer require the products to be delivered out of standard delivery times, additional costs will be applied by the Seller.
- 1.3. The Seller has appointed a logistic partner to store the products in its warehouse after delivery from the factory and prior delivery to site; should the Buyer ask for a delay of delivery of more than two weeks (Vs what agreed on the Order Confirmation) and the Products had been already dispatched from the factory to the logistic platform in UK, then the Buyer will be charged with extra costs for the storage of the Products in the logistic platform in UK.
- 1.4. If the Product is a one –piece - top cooksuite, the Seller recommends a specific site visit performed by the Seller itself or by a third party appointed by the Seller, with a view to checking access for the Products and advising how it can be delivered. This in turn will dictate how many pieces the cooking block will need to be delivered in and how many "joint welds" will be required for each block.

2. Installation.

- 2.1. Installation of the Products has to be conducted 6 months from the date of delivery EXW according to Incoterms 2010 to the Buyer.
- 2.2. If the Product is a one –piece - top cooksuite, any or all welding of the one piece top is the responsibility of the Buyer or of a third party appointed by the Buyer. The Seller will provide costs for welding upon request.

3. Commissioning

- 3.1. Specific installation inspection (hereinafter referred to "Commissioning") is to be performed by the Seller or by third party selected by the Seller on the Products installed by the Buyer. Request for Commissioning is to be requested by the Buyer to the Seller on written basis, within 1 (one) month after installation of the Products. As a result of the Commissioning, the Seller (or the third party selected by the Seller) will issue a proper "Installation Acceptance Certificate". If the Buyer does not request commissioning (or request commissioning exceeding terms above described), no warranty can be claimed. The Buyer can contact the Seller for a request of commissioning to commissioning.uk@ambach.com, with at least 1 week notice.

4. Warranty Period.

- 4.1. The Seller undertakes to remedy any defects, lack of quality or non conformity of the products for which he is liable, occurring within 1 (one) year from the date of Commissioning.

Annex 1: AMBACH GENERAL WARRANTY CONDITIONS

- 1.1 Ambach Ali Group Srl (hereinafter referred to as „The Seller“) warrants that all products subject to the terms of these General Warranty Conditions will be free from defects in material and workmanship and conform to applicable specifications. The Seller undertakes to remedy any defects, lack of quality or non conformity of the products for which he is liable, occurring within 1 (one) year from delivery of the products, provided such defects have been timely notified in accordance with point 1.3.
- 1.2 The Seller does not warrant that the products conform to special specifications or technical features or that they are suitable for particular usages except to the extent such characteristics have been expressly agreed upon in the sales contract or in documents referred to for that purpose in the sales contract.
- 1.3 The Buyer shall examine the products immediately upon receipt. Any complaints relating packing, quantity, number or exterior features of the products (apparent defects), must be notified to The Seller, by fax to the following fax number: +390471662065, or with E-Mail service.ambach@ambach.com with the apposite claiming form (or by another way agreed with The Seller), within 8 days from receipt of the products; failing such notification the Buyer's right to claim the above defects will be forfeited. Any complaints relating to defects which cannot be discovered on the basis of a careful inspection upon receipt (hidden defects) shall be notified to the Seller by fax to the following fax number: +390471662065, or with E-Mail service.ambach@ambach.com with the apposite claiming form (or by another way agreed with the Seller) within 8 days from discovery of the defects and in any case not later than 1(one) year from delivery; failing such notification the Buyer's right to claim the above defects will be forfeited.
- 1.4 The above said notification of defects must include the following data
- appliance serialnumber;
 - description of the problem (with photographs);
 - description of the planned repair;
 - part number of each part /appliance to buy for the repair.
- 1.5 The above warranty given by the Seller is subject to the following conditions:
- The Seller shall not be liable in respect of any defect in the products arising from any design and specification supplied by the Buyer;
 - The Seller shall not be liable under the above warranty if the total price for the products has not been paid by the due date for the payment;
- The Seller shall not be liable under the above warranty for product(s) which have not been installed in accordance with directions and guidance published in the appropriate installation or user's manual. The Buyer acknowledges to be aware of the contents of the installation or the user's manual.
 - The Seller shall not be liable under the above warranty for the servicing operations and spare parts listed in annex 2 to these Ambach general warranty conditions.
- In case the Buyer is operating the installation of the products the above warranty is subject to the following further conditions:
- adjustments such as calibrations, leveling, tightening of fasteners or utility connections normally associated with original installation are the responsibility of the Buyer or installer and is not covered by the above warranty.
- 1.6 In case of claim the Buyer will send regular purchase order for the spare part(s) required, with the description 'under Warranty'. For spares on stock, The Seller commits himself to send the requested spare(s) within one working week after order receipt. The Seller will issue a regular invoice of the spare(s) to the Buyer, according to the relevant Price List. Only if the claim is considered valid The Seller will issue regular credit note to the Buyer aimed at balancing the spare(s) invoice. The Buyer is committed to keep the defective part / appliance for not less than 8 (eight) working weeks. Within this period, it is Seller's faculty to request the Buyer to send him back the defective part; once at The Seller's premises, The Seller will treat the returned defective part according to if own decisions. Other procedures must be approved in writing by the Seller.
- 1.7 Except in case of fraud or gross negligence of the Seller, The Seller's only obligation in case of defects, lack of quality or non-conformity of the products will be the above said replacing of the defective parts. It is agreed that the said guarantee (i.e. the obligation to replace the part) is in lieu of any other legal guarantee, warranty or liability (whether contractual or not contractual) which may anyhow arise out in relation with the products supplied by The Seller (e.g. compensation of damages, loss of profit, recall campaigns, etc.)
- 1.8 These General Warranty Conditions shall in all respects be construed and interpreted in accordance with the Italian Law and any dispute shall be referred exclusively to the Tribunal of Bolzano – Italy.

Annex 2: LIST OF SERVICING OPERATIONS AND SPARE PARTS NOT COVERED BY WARRANTY

Following operations are not covered by warranty, being part of a regular maintenance or being due to incorrect installation and/or use of the appliances.

Installation

- Servicing to restore the appliance's connections to electric mains, gas mains, steam generators and water supply mains as stated in the Users' Manual, in the Technical Data sheet and in the relevant local legal provisions.

Use

- Servicing deriving from the lack of correct use instructions.
- Servicing deriving from an improper use of the appliance.
- Servicing to replace colored stainless steel parts which have been undergoing a discoloring progress or a change in color due to heat emissions.

Cleaning

- Servicing deriving from cleaning procedures not allowed by the User's Manual.
- Servicing deriving from the use of non-allowed detergents.
- Servicing deriving from the use of acids.
- Servicing deriving from bad combustion due to the lack in cleaning the open flames' burners and the recessed burner wells they are lodged in.
- Servicing to clean jets and flame distributors of open flame ranges.

Maintenance

- Servicing deriving from the failure to adhere to programmed maintenance- where requested (refer to User Manual of single appliances)
- Servicing to lubricate gas valves.
- Servicing to lubricate movable parts in general, i.e. drawer runners, wing door/lid hinges, gas/water valves parts etc.
- Servicing to clean and/or adjust Venturi feeder and jets.
- Servicing deriving from corrosion arisen because of the lack in using soft water where prescribed.
- Servicing deriving from corrosion arisen because of the lack in using soft water in the double jacket of indirectly heated kettles.
- Servicing for appliances which an authorized technician verifies are perfectly functioning.

List of Parts Subject to Wear and Tear NOT Covered by Warranty.

- Lamps
- Gaskets
- Thermocouples
- Fuses
- Heating elements are covered by a 12 months warranty (The Seller's thermo-blocks ones are excluded, as they are covered by a 4 years warranty).