

Ambach Ali Group S.r.l.  
Kreuzweg Gand 1 – Crocevia Ganda, 1  
IT-39052 KALTERN - CALDARO (ITALY)  
Tel. +39 0471 – 662213  
E-Mail : ambach@ambach.com  
Homepage : www.ambach.com  
MwSt.-Nr./P.I.-C.F./VAT nr. IT13239980967

## AMBACH GENERAL WARRANTY CONDITIONS – PART 1 OF 2

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.
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.
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.
4. The above said notification of defects must include the following data
  - a) appliance serial number;
  - b) description of the problem (with photographs);
  - c) description of the planned repair;
  - d) part number of each part /appliance to buy for the repair.
5. The above warranty given by the Seller is subject to the following conditions:
  - a) The Seller shall not be liable in respect of any defect in the products arising from any design and specification supplied by the Buyer;
  - b) 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
  - c) 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.
  - d) 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.
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 it own decisions. Other procedures must be approved in writing by the Seller.
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.)
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.

## AMBACH GENERAL WARRANTY CONDITIONS – PART 2 OF 2

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 Being Subject to Wear and Tear NOT Covered by Warranty.

- Lamps,
- Gaskets,
- Thermocouples,
- Fuses,
- Brickets / Lava stones,
- 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).