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Società Unipersonale, soggetta all'attività di direzione e coordinamento da parte di Palazzani S.p.A.

LIMITED WARRANTY

COVERAGE FOR NEW EQUIPMENT. Palazzani Industrie S.p.A. ("PALAZZANI") warrants that Equipment designed, manufactured and sold by PALAZZANI, when properly used and maintained, will be free from defects in material and workmanship for a period of twelve (12) months from the date of delivery to the first retail Purchaser OR for a period of eighteen (18) months from the date of delivery to the Dealer of the EQUIPMENT OR 1500 hours of use, whichever occurs first. The PALAZZANI warranty is referred to herein as "the limited warranty." The Purchaser's sole and exclusive remedy under this limited warranty for defects in the Equipment shall be the supply (not installation) of a replacement part or component for the defective part or component. The supply of a replacement spare part or component does not enlarge or expand the term of this Limited Warranty on the Equipment, or on the new spare part or component.

NOT COVERED. This limited warranty does not apply to, and PALAZZANI shall have no liability or responsibility in respect of, damages or expenses relating to:

1. Any Equipment that has not been registered with Palazzani, by filling the Declaration of Acceptance form, to activate this Limited Warranty within five (5) business days from the date of delivery of Palazzani's Dealer to the first retail Purchaser;
2. Defects caused by the failure to use, operate, maintain or store the Equipment as specified in the maintenance manual, operation manual, or other literature supplied to or available to the Purchaser on Palazzani's website www.palazzani.it;
3. Defects in components and parts furnished by third-party manufacturers and distributors which are covered by separate warranties directly from the manufacturers and distributors, are available on the component manufacturer's website, product packaging or other mean of communication to the public. PALAZZANI passes on, and hereby assigns, all warranties provided by such third-party component part manufacturers and distributors to Purchaser;
4. Equipment, including components and systems, that has been altered, changed or modified from factory specifications;
5. Equipment and accessories not installed by or expressly approved by PALAZZANI;
6. The cost to remove, disassemble or reinstall components not installed by or expressly approved by PALAZZANI that require removal to access parts covered by this limited warranty;
7. Any EQUIPMENT that is purchased from any party other than an authorized PALAZZANI dealer;
8. Accidents, misuse, abuse, abnormal use, improper use, negligent use, wilful misconduct, routine maintenance, or lack of reasonable or proper operation, maintenance or storage;
9. Repairs improperly performed or replacement parts or accessories not conforming to PALAZZANI's specifications;
10. Use exceeding the recommended and permitted limits of the Equipment;
11. Any EQUIPMENT for which the PURCHASER cannot produce documentation establishing that routine maintenance was performed;
12. Any items that are subject to wear or consumption, or require usual and customary maintenance, including but not limited to crawlers, fluids, filters, belts, bulbs, fuses, mechanical adjustments, inspections, etc.
13. Transportation costs and expenses to taking EQUIPMENT to and from an approved repair facility where warranty service will be provided;
14. Any defect or non-conformity that has not been timely and promptly communicated in writing to PALAZZANI, and in all cases, no more than fifteen (15) calendar days from the discovery thereof;
15. Operation of Equipment after being involved in a mishap, and prior to proper inspection and documentation of the condition of the Equipment and approval of PALAZZANI;
16. Cosmetic imperfections in paint, etc.
17. Any representation or implication relating to performance characteristics;

18. Any damage, cost or expense caused by Act of God; or
19. Loss of time, loss of use, inconvenience, loss of profits, lost business, lost business opportunities, damage to reputation, and any incidental or consequential damages arising out of the non-use of the Equipment, or compensation for inconvenience or loss of use while the Equipment is being repaired or otherwise not available or other matters not specifically covered hereunder.

PROCEDURE. In the event of a defect covered by this limited warranty, the Purchaser shall contact PALAZZANI or an authorized PALAZZANI dealer in writing no more than fifteen (15) days from the discovery thereof, or ten (10) days from the date it reasonably should have been discovered. To obtain a replacement part or component under this Limited Warranty, a specific and detailed claim must be in writing, reported to and received by PALAZZANI or an authorized PALAZZANI dealer in accordance with the terms of this Limited Warranty and within the applicable warranty period.

For those components and parts furnished by third-party manufacturers and distributors which are covered by separate warranties directly from the manufacturers and distributors, are available on the component manufacturer's website, product packaging or other mean of communication to the public, the Purchaser shall contact PALAZZANI or an authorized PALAZZANI dealer in writing no more than fifteen (15) days from the discovery thereof, or ten (10) days from the date it reasonably should have been discovered. PALAZZANI or an authorized PALAZZANI dealer will thereafter arrange for the direct intervention of the third-party manufacturer.

Upon receipt of the written notice of claim, PALAZZANI or an authorized PALAZZANI dealer shall have the right to inspect the Equipment. In the event of defects which are covered by this Limited Warranty, an authorized PALAZZANI dealer shall begin repairs as soon as reasonably practical. Repair methods and procedures shall be at the sole discretion of an authorized PALAZZANI dealer.

WARRANTY CLAIM PROCEDURE FOR DEALERS

1. For each failure for each PRODUCT covered under PALAZZANI's limited warranty for which the DEALER has provided warranty service, the DEALER shall inform PALAZZANI by email, providing all information regarding the machine s/n and failure details. Multiple warranty service provided on a single PRODUCT must be accompanied by separate written communication by email.
2. The DEALER must retain a copy of the email and all supporting documentation. PALAZZANI reserves the right to reject any warranty claim that is not supported by the appropriate documentation to establish that the claim is, in fact, covered by the PALAZZANI limited warranty.
3. All claims must be submitted within thirty (30) days of the performance of the warranty repair, or DEALER waives any reimbursement for any part or component supplied by PALAZZANI pursuant to PALAZZANI's limited warranty. If PALAZZANI request additional supporting documentation, and this documentation is not provided within thirty (30) days of such request, the warranty claim will be rejected.
4. The DEALER will not be reimbursed any costs, fees or other expenses, including but not limited to labor costs or consumables (i.e. oil, grease, fasteners, etc.), to perform warranty service. Such charges are at the sole expense of the DEALER.
5. Upon the request of PALAZZANI, all parts removed pursuant to any warranty claim must be stored for a period of ninety (90) days from the submission of the Warranty Form and shall be returned to PALAZZANI within thirty (30) days of PALAZZANI's request, for inspection. Shipping costs will be at the charge of the DEALER. Any new parts sent in substitution will be invoiced to the DEALER until the inspection by PALAZZANI is completed. In the event the claim is be accepted, PALAZZANI will issue a credit note in DEALER's favor for the part sent in substitution.
6. Any returned parts must be accompanied by the PRODUCT's serial number, the part number, the claim email and the repair date. Any particular defect on the replaced part should be marked with paint or similar means of identification. Parts must be suitably packaged and prepared by the DEALER for shipment to avoid damage to the part.
7. If PALAZZANI approves and reimburses the DEALER for the warranty claim, the replaced part may be discarded sixty (60) days after payment of the warranty claim.
8. If any part is discarded or not returned to PALAZZANI in contravention to this provision, or if any part is damaged during removal by the DEALER, DEALER shall not be entitled to, and waives, any reimbursement for the spare part or component replaced under PALAZZANI's limited warranty.

DAMAGES. Except as expressly provided by this Limited Warranty, **PALAZZANI SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OF THE EQUIPMENT OR A CLAIM UNDER THIS AGREEMENT, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** Under no circumstances shall the total liability of PALAZZANI, (including its Dealers and any parent, subsidiary and/or related entity of PALAZZANI, as well as its officers, directors, managers, employees, agents and

servants) for any and all matters, causes or thing whatsoever arising out of or related to this warranty or the Equipment exceed the sales price for the Equipment. The foregoing statements of warranty are exclusive and lieu of all other remedies. Some states do not allow the exclusion or limitation of incidental or consequential damages, so this limitation or exclusion may not apply.

DISCLAIMER. Any implied warranty of merchantability or fitness for a particular purpose and all implied warranties arising from a course of dealing, usage of trade, by statute or otherwise, is hereby strictly limited to the term of this written limited warranty. This agreement shall be the sole and exclusive remedy available with respect to this Equipment. In the event of any alleged breach of any warranty or any legal action brought by any person or entity based on alleged negligence or other tortious conduct by PALAZZANI, the sole and exclusive remedy will be repair or replacement of defective materials as stated above. No dealer and no other agent or employee of PALAZZANI is authorized to modify, extend or enlarge this warranty.

TRANSFER OF LIMITED WARRANTY. This warranty is made by PALAZZANI with only first Purchaser of the Equipment and does not extend to any third parties. The unexpired portion of this limited warranty may be transferred to subsequent Purchasers only after PALAZZANI has inspected the EQUIPMENT and agrees in writing to transfer the unexpired portion of the limited warranty to a subsequent Purchaser, which permission shall not be unreasonably withheld.

This limited warranty expressly replaces all representations set forth by PALAZZANI with regard to the Equipment, including but not limited to PALAZZANI product literature, marketing materials, advertisements and technical specifications. All terms of this limited warranty are contractual, and not mere recitals, and constitute material terms of this limited warranty.

OTHER RIGHTS. Your acceptance of delivery of the warranted EQUIPMENT constitutes your acceptance of the terms of this limited warranty. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

ENTIRE AGREEMENT. This document contains the entire Limited Warranty given by PALAZZANI in respect of the Equipment and there are no terms, promises, conditions or warranties regarding your Equipment other than those contained herein. PALAZZANI specifically does not authorize any person to extend the time or scope of this warranty or to create or assume for PALAZZANI any other obligation or liability with respect to the Equipment.

END OF LIMITED WARRANTY.