

# Intermatica Always With You

## Warranty Conditions

### 1. What is the legal guarantee of conformity

The legal guarantee of conformity is governed by Articles 128 et seq. of the Consumer Code, in favor of the consumer ("Customer") who buys products for personal use (or for purposes unrelated to his professional or entrepreneurial activity), which show conformity defects.

### 2. What is a lack of conformity

The lack of conformity, subject to legal guarantee, exists if the purchased product is faulty or does not allow the use to which goods of the same type are normally used, or is a product not in conformity with the description given by the seller.

The legal guarantee of conformity does not cover product defects resulting from normal wear and tear, abnormal or improper use, accidental events (for example accidental fall) or otherwise caused to the product itself, nor does it cover defects resulting from repairs carried out in accordance with modalities or in centers unauthorized.

### 3. Duration of the legal guarantee of conformity

The legal guarantee of conformity covers the conformity defects that have arisen within the period of two years (24 months) from the delivery of the purchased product, provided that such defects are reported by the Customer within two months from the date on which they were discovered. Unless proven otherwise, which must be provided by the seller, if the defect occurs within six months from the date of delivery of the product, it is presumed that it is due to a lack of conformity already existing at that date.

For parts subject to wear (by way of example and not exhaustive for example batteries) the validity of the Warranty is 6 months from the date of purchase.

### 4. Warranty conditions

Intermatica provides its Clients with the warranty rights required by the Consumer Code-Legislative Decree no. 206 of 06/09/2005.

### 5. What are the Customer's rights?

In case of lack of conformity duly reported within 24 months from the date of purchase, Intermatica S.p.A. undertakes to restore, without charge, the conformity of the goods by repair or replacement of the same or a component thereof that is flawed by a manufacturing defect. The good can be replaced or repaired, without expenses in both cases. Although there is no right in this regard, Intermatica in case of replacement of the non-conforming good, reserves the possibility of replacing it with another model of the same or more current.

The warranty does not include normal wear phenomena (aesthetic parts).

The warranty does not apply if the defect has been caused by improper use and / or if the user manuals have not been followed.

For example, the following actions are defined as non-compliant:

- Repairs or interventions performed by persons not authorized by Intermatica S.p.A.
- Opening of the device (has the same value as the intervention of an unauthorized third party)
- Manipulation of assembly components
- Software manipulation,
- Defects or damage caused by falling, breaking, lightening or infiltration of liquids or damage caused by mechanical, chemical, radio and thermal influences (for example microwave, sauna, etc.)

Further rights of any kind are excluded.

Intermatica S.p.A. in no case is it responsible for the interruption of operation, loss of profit and loss of data or other information. The safety of these is the exclusive responsibility of the customer.

#### **6. How to request warranty assistance?**

To be able to take advantage of the Guarantee, the Customer must present the receipt, the receipt or any other suitable document, which proves the date of purchase (date from which the warranty period runs) and the type of purchased good. Compliance defects must be reported within two months from the time of their discovery.

To request Warranty Assistance, the Customer must contact Intermatica Customer Service at (+39) 06 85365.

#### **7. Further Information**

The performance performed under Warranty does not extend the warranty period.

Therefore, in case of replacement of the product or of one of its components, on the good or on the single component supplied as replacement, a new Guarantee period does not run, but the date of purchase of the original asset must be taken into account.

In case of replacement of the product or of one of its components, the products or the single parts made against the replacement become the property of Intermatica S.p.A.

The costs for materials, labor and transport are borne by Intermatica S.p.A.

In cases not covered by the Guarantee, Intermatica S.p.A. reserves the right to charge the Customer for shipping, replacement or repair costs.

Where possible, Intermatica S.p.A. may, at its discretion, carry out the technical modifications (for example, firmware update) to adapt the device to the current state of the art. The Customer does not support any costs for this operation, however he has no legal right in this regard.

This Warranty is assured by Intermatica S.p.A, Via G. Donizetti n. 7, 00198 - Rome.