

1. Definitions. For purposes of this Warranty, (i) "Purchaser" means the natural or legal person indicated on the applicable purchase order or supply contract (or, if different, on the quotation or order confirmation of the Supplier), (ii) "Supplier" shall mean the company OPTOTEC S.p.A. indicated on the quotation, order confirmation or supply contract of that company, (iii) "Product" means a product manufactured by the Supplier under the applicable supply contract, quotation, order acknowledgement or order confirmation and (iv) "Warranty Period" means, unless otherwise agreed by the parties, a period of one year from the date of shipment of the Product from the Supplier's factory, without prejudice to the provisions of section 1229 of the Italian Civil Code.

2. Warranty Limitations. The Supplier warrants that, at the time of delivery, it holds full ownership of the Product which is free from encumbrances, seizures, attachments, liens or any other charges unknown to the Purchaser. Moreover, during the warranty period, the Supplier warrants that the Product will be free from potential defects of the materials or workmanship defects that may appear during the normal and proper use of the Product, making it unsuitable for its intended use. This Warranty applies exclusively to the Products, but not to any other goods or materials, parts or components of a complex product or any complex product as a whole. This warranty does not cover normal wear and tear of the Product. The Supplier does not provide any warranty on products manufactured by third parties; unless the Supplier, if and insofar as this is granted by the third-party manufacturer, transfers the third-party warranty to the Purchaser.

3. Inspection. If the Purchaser claims that a Product has defects concerning the materials or workmanship defects, the Supplier shall have the right to examine the Product either locally or, at its sole discretion, may provide shipping instructions to return the Product. The Supplier's inspection in any case does not imply acceptance or recognition of the defect claimed by the Purchaser. All transportation costs for such inspection shall be paid in advance by the Purchaser.

4. Contents of the Warranty. Under the terms and conditions of the warranty, the Supplier's sole and exclusive obligation, and the Purchaser's only right, is the repair or the replacement of the defective Product by the Supplier or recognition of a credit equal to the purchase price of the defective Product. The Supplier may decide, at its sole discretion, from time to time, which of these remedies to apply. The Supplier shall not be liable for any repair or maintenance costs incurred by the Purchaser, unless the Supplier has authorised such costs in advance in writing. If the Supplier decides to replace or repair the defective Product, the replaced or repaired Product will be covered by the Warranty for the remainder of the Warranty Period applicable to the Product originally shipped, and the Warranty will not be extended beyond the original Warranty Period.

5. Claims. If the Purchaser discovers a defect in the Product, the Purchaser shall promptly (and in any case within no more than thirty (30) days from delivery) forward a written claim for such defect. The claim shall describe the defect, in reasonable detail. The claim should be received by the Supplier within the validity of the Warranty Period applicable to such Product. Failure by the Supplier to receive the claim within the Warranty Period, will result in the forfeiture of this Warranty.

All the Warranty Claims shall be made in writing to Mr. _____ (being a person specifically nominated by Supplier). The Purchaser shall maintain all data and other information, which would indicate the quality and performance parameters of the Product.

6. Transfer of ownership. This Warranty may not be transferred by the Purchaser without the Supplier's written consent to resell the Product. Furthermore, the Purchaser shall inform the Supplier within the fifteenth day from the date on which the transfer of ownership of the Product under warranty is made. Any transfer made in breach of this Section, will result in the forfeiture of this Warranty. The notice of the transfer of ownership should be in writing and should include the name and address of the new owner.

7. Warranty Exclusions. This Warranty does not cover problems attributable to or resulting from:

- (a) Improper installation or the incorrect application of parts;
- (b) Product faults resulting from installation not complying with the instructions provided by the user manual;
- (c) Failure to carry out a preventive inspection or appropriate maintenance that ensures an adequate operating environment;
- (d) Consumables supplied with the Product and other materials, components or products manufactured by third parties;
- (e) Power surges or lightning strikes, fire, abnormal mechanical, physical or electrical stress, adverse weather conditions or acts of God, including lightning or floods;
- (f) Any adjustment, modification, alteration, removal or repair of any part of the Product not expressly authorised in writing by the Supplier;
- (g) Accidental damage, improper use, abuse, neglect or unauthorised access to the Product or any complex product of which the Product under warranty is a part;
- (h) Any type of cosmetic change due to oxidation or corrosion of the stainless steel or galvanised steel parts installed in unusually corrosive marine and industrial environments (in this case, the Supplier's sole obligation shall be to ensure that the Product complies with the material specifications published by the Supplier);
- (i) Use of the Product for any purpose different from that for which it is designed;
- (j) Improper handling during shipment of the Product.

This Warranty covers Products installed and used in accordance with the Supplier's design, installation and operating specifications. If the Purchaser cannot guarantee compliance with such specifications, the warranties are intended as null and void. Under no circumstances will the Supplier be liable or responsible for any expense, liability or loss associated with the installation or removal of any Product or the installation or removal of any component for inspection, testing or redesign due to repairs or replacement of a Product.

8. Limitation of liability. The warranties set forth by article 2 of this Warranty are exclusive and cover only the Purchaser. The Supplier does not provide any other express or implied warranties, other than as permitted by applicable laws.

No one is authorised to provide any further warranty coverage on behalf of the Supplier nor assume any other liability for the Supplier, other than if given in writing duly signed by an authorised representative of the Supplier. The Supplier's total liability for any claim or damage arising from or in connection with the manufacture, sale, delivery or use of the Products will be limited to direct duly proven damages that shall in any case not exceed the purchase price of such Products. In no event shall the Supplier be liable for any indirect, consequential or punitive damages, including, without limitation, any claim for actual or expected loss of revenue or profits. The above limitations of liability shall apply regardless of the action filed, whether contractual, non-contractual, for objective liability or otherwise, even if the damages were foreseeable and continue to exist after any unsuccessful attempt to remedy the same within the meaning of article 4 of this document.

Purchaser assumes and shall hold Supplier harmless against any patent liability for Products manufactured to patent's design or specifications or specially designed by Supplier to meet Purchaser's requirements

9. Governing law. The terms and conditions set forth in this Warranty and the application thereof are governed by and shall be construed in accordance with Italian law. The United Nations Convention on Contracts for the International Sale of Goods does not apply.

Signed on _____

The Purchaser

Pursuant to and for the purposes of articles. 1341 and 1342 of the Italian Civil Code, the Purchaser agrees to specifically approve, after careful reading, the articles nr. 1, 2, 4, 7, 8, 9.

Signed on _____

The Purchaser _____