

WARRANTY DRAFT



Customer:
Reference:

We warrant that our belts are free from any defect in material and workmanship, with the exception of damages caused by external factors and at the following conditions:

- Conveyor system suitable for the application, designed by skilled and qualified original equipment manufacturer and perfectly assembled / commissioned
- Absence of modifications / deteriorations which may injure the original behaviour of the conveyor system
- Correct belt's installation
- Appropriate maintenance / cleaning of the structure and the surrounding areas
- Efficiency of training and cleaning devices as per the original project
- Correct tensioning of the belt

This warranty is considered valid for products properly packed and protected, put in places not subject to intense climatic conditions and handled in a correct way without any modification of the physical appearance and performance. The period of warranty is maximum 12 (twelve) months from the date of the put in operation and not later than 18 (eighteen) months from the date of sale invoice, with exception of the wear and tear caused by the normal use of it.

In case Sidewall recognises any defects, Sidewall's liability under this warranty is limited at Sidewall's unappealable choice to:

- (1) repair and make suitable to work the defective belt section, or
- (2) credit the customer the price of the defective belt section, or
- (3) replace the defective belt section

In any case the total amount of any reimbursement or compensation due to defective products can not exceed the purchase price of the products turned out to be defective.

The warranty does not relate to the following:

- tear in longitudinal belt direction
- damages caused by any surplus of material stuck between belt and drums
- wearing out caused by material accumulation on the cleaner
- abnormal wearing out of the base belt's edges
- material overloading on the charging hopper
- any damage caused by material loading out of axis
- any defect caused by sliding of the belt
- damages caused by abnormal collisions of the belt with the steel structure
- inadequate equipment (improper setting or operation of idlers and scrapers / cleaners)
- belt overloading
- working temperature over the recommended standard
- damage caused by the belt's running against the accumulation of material
- Uncorrect belt tensioning

Any liability for Sidewall regarding direct and indirect costs resulting from defective products is expressly excluded (i.e. plant stop, lack of profit, running of damaged belt)

The buyer has to give evidence that the claim concerns production belt defects.

Unless otherwise agreed in writing, this warranty does not imply Sidewall's approval of products type and technical specifications chosen by buyer who bears exclusive responsibility thereof.

Should one of our technicians undertake an inspection on site and be demonstrated that the defect is not due to the supplied belt, the buyer shall pay all costs related to such inspection.

The warranty is valid after the payment of the duly total amount of the supply.

SIDEWALL Rete di imprese

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