

## CONDITIONS OF GUARANTEE, RETURN AND CLAIMS

### 1. Guarantee

#### 1.1 Defects covered

Tewis Smart Systems, the Vendor, undertakes to remedy the material and operational defects of the machines and products it supplies, which may arise due to defects in the design, materials or assembly and manufacture of the finished product.

#### 1.2 Exceptions

Notwithstanding the above, this Vendor's obligation shall not be applied in the following circumstances:

- When the installation and start-up and/or maintenance of the products has not taken place, in the manner and within the period pursuant to the Vendor's conditions, or in default of the latter, following the most habitual professional practices in the sphere of pertinent action.
- When the defective operation is the result of the Customer storing the product in poor conditions.
- In the event of handling the equipment without the Vendor's express agreement.
- The Customer must not make any repairs by itself or through third parties, except where the repair is absolutely necessary to continue guaranteeing the supply and service to its Customer, and only when the lack of service will cause economic losses greater than the value of the products supplied.

Excluded from the guarantee are those consumables and spare parts, as well as the repair work necessary for the normal use of the equipment, the damages or accidents due to insufficient control or uses that exceed the Vendor's proposed use and/or instructions. In general, this guarantee does not cover under any circumstances defects stemming from incidents in which the Vendor is not responsible.

#### 1.3. Guarantee limitations

The guarantee does not cover, under any circumstances, the costs relating to detection of the defective element, to assembly or dis-assembly in the installations, nor those relating to the coolant gases.

The Vendor will not provide guarantees related to product performance nor the scope of objectives that the Customer may establish for the systems, since these were not expressly accepted by the Vendor.

#### 1.4. Customer obligation

It is the Customer's obligation to check the state of material delivered by the transportation agency before accepting it. The moment it accepts reception of damaged materials, the Customer automatically waives all rights to cover under guarantee or return of the goods.

#### 1.5. Duration

The guarantee will be applied solely to the products that are defective within the period of **ONE YEAR**, counting from the time of the products being made available to the Customer, taking as that date the invoice date of the products.

Total or partial repair of the product, its exchange or substitution under guarantee, shall under no circumstances signify the extension of the guarantee period of the whole.

The defective components changed or those repaired by our technical service or technicians authorised by Tewis in an installed machine shall have a new guarantee period of **ONE YEAR** counting from the date of the intervention.

## 1.6. Terms and conditions

To benefit from this guarantee, the Customer must inform the Vendor of the defects attributed to the products from the same moment in which the defective operation becomes manifest and provide all the documents that justify this defective operation. The Customer must provide the Vendor with all the facilities needed in order to verify such defects and remedy them.

The guarantee may be applied at the Vendor's discretion, by providing repaired or replacement pieces, or a new product. For this reason, the products or pieces presumably affected will be returned to the Vendor in a maximum period of 30 calendar days from the reception date of the new supply. Non-compliance of this period gives the Vendor authority to invoice the substitution pieces or product at the Customer's expense.

## 1.7. Goods return process

When the Customer requests the guarantee process to be initiated, it will be given a file number that the Customer must include on the packaging, on the delivery note and on the delivery labels. No return of material will be accepted without prior authorisation from the After-sales Department.

The carriage costs associated with the return will always be at the Customer's expense.

## 2. Alleged guarantee

In specific circumstances we need to review the damaged piece to determine whether the guarantee should be applied or not. In such cases, the procedure will be identical to that described in the above guarantee sections, with the following exception:

After the case being classed as "alleged guarantee", the Customer will receive a notice stating that a sales order has been created that must be accepted, the invoice for which includes the substitution pieces or product, as well as the associated carriage costs.

This invoice will have a payment period of 105 days from the issue date. If the technical inspection determines that the guarantee should be applied, a credit note will be issued and compensation applied. If not, collection of this amount will be made.

## 3. Return

No return of material will be accepted without prior authorisation from the After-sales Department.

The Vendor must be notified of all returns in a maximum period of 30 calendar days from the invoice date. When the Customer requests the return, it will be given a file number that the Customer must include on the packaging, on the delivery note and on the delivery labels.

If the Customer wishes to return the goods due to an order error, the carriage costs associated with the return will be at its expense.

If the Customer requests the return of goods because the material received does not match its purchase order, the costs associated with the return will be at the Vendor's expense. If the Customer expressly requests delivery by a specific agency or urgent delivery, the carriage costs will be at its own expense.

The equipment must be returned in its original packaging, unused and in perfect condition.

If the Customer requests the return of goods because the material received does not match its purchase order, the costs associated with the return will be at the Vendor's expense. If the Customer expressly requests delivery by a specific agency or urgent delivery, the carriage costs will be at its own expense.

The equipment must be returned in its original packaging, unused and in perfect condition.