

CONDITIONS OF WARRANTY, RETURN AND CLAIMS

1. Warranty

1.1 Defects covered

Tewis Smart Systems, the Vendor, undertakes to remedy 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 apply in the following circumstances:

- When the installation and start-up and/or maintenance of the product has not been carried out, in the manner and within the period pursuant to the Vendor's conditions, or in default of the latter, in accordance with standard industry practices.
- When the defective operation is the result of the Customer storing the product in improper conditions.
- In the event of the equipment being handled without the Vendor's express agreement.
- The Customer must not make any repairs itself or through third parties, except where the repair is absolutely necessary to continue ensuring continuity of 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.

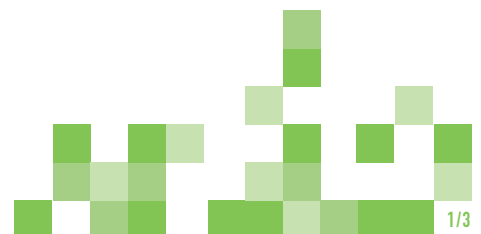
Excluded from the warranty are consumables and spare parts, as well as the repair work necessary for the normal use of the equipment, damage or accidents, due to insufficient control or uses that exceed the Vendor's intended use and/or instructions.

In general, this warranty does not cover under any circumstances defects stemming from incidents in which the Vendor is not responsible.

1.3. Warranty limitations

The warranty does not cover, under any circumstances, the costs relating to identification of defective components, to assembly or disassembly in the installations, nor those relating to the refrigerant gases.

The Vendor will not provide warranties related to product performance nor the scope of objectives that the Customer may set 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 condition of the material delivered by the transportation agency before accepting it.

Upon accepting damaged goods, the Customer automatically waives all rights to coverage under the warranty or return of the goods

1.5. Duration

The warranty will be applied solely to the products that are defective within the period of **ONE YEAR**, counting from the invoice date / delivery date, taking as that date the invoice date of the products.

Total or partial repair of the product, its exchange or substitution under warranty, shall under no circumstances signify the extension of the warranty 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 warranty period of **ONE YEAR** counting from the date of the repair/service.

1.6. Terms and conditions

To benefit from this warranty, the Customer must inform the Vendor of the defects attributed to the products from as soon as the defect is detected and provide all the documents that support the claim.

The Customer must provide the Vendor with all the facilities needed in order to verify such defects and remedy them.

The warranty 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 within a maximum of 30 calendar days from the reception date of the new supply.

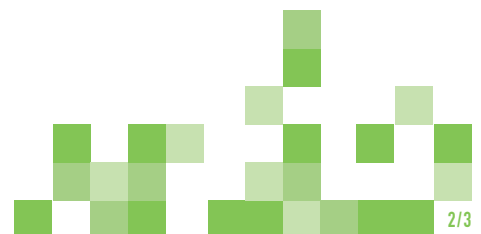
Failure to comply with this period gives the Vendor authority to invoice the substitution pieces or product at the Customer's expense.

1.7. Goods return process

When the Customer requests warranty service, 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. Conditional warranty (subject to inspection)

In specific circumstances we need to review the damaged piece to determine whether the warranty should be applied or not.

In such cases, the procedure will be identical to that described above, with the following exception:

After the case is classified as “conditional warranty”, the Customer will receive a notice stating that a provisional sales order will be issued for acceptance, the invoice for which includes the substitution parts, 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 warranty should be applied, a credit note will be issued and compensation applied. If not, the amount will be charged.

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 within 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 carrier 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.

