



**Siapi Smartech srl**

via fratelli Bressan 21 - 20126 Milano - tel. +39 02 2708800

info@siapismartech.com - www.siapismartech.com

## **LIMITED WARRANTY**

12months  
[for United States Only]

**COVERAGE.** **Siapi Smartech s.r.l.**, with head office in Via Fratelli Bressan, 21, 20126 Milano, VAT CODE: 00827420159 (“WARRANTOR”) warrants that each Siapi Smartech PRODUCT will be free from defects in material and workmanship for a period of twelve months from the date of shipment/delivery of the PRODUCT (that can be identified by the “Siapi Smartech” trademark, trade name, or logo affixed to them). The Limited Warranty is referred to herein as “the Limited Warranty.” The PURCHASER’s sole and exclusive remedy under this Limited Warranty for defects in the PRODUCT shall be the repair, replacement or refund of the purchase price, in WARRANTOR’s sole discretion, of the defective PRODUCT, or components thereof.

**NOT COVERED.** This Limited Warranty also does not apply to, and WARRANTOR shall have no liability or responsibility in respect of, damages or expenses relating to:

- The failure to properly store, transport, install or use the PRODUCT as, for example, specified in any manuals or other literature supplied by WARRANTOR, on WARRANTOR’s website, or in accordance with any applicable laws, codes, regulators or standards;
- Any PRODUCT purchased from any entity other than WARRANTOR;
- Alteration, change or modification of the PRODUCT, including its subcomponents, parts or assemblies;

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- WARRANTOR also makes no warranty that a PRODUCT manufactured does not infringe the intellectual property or other proprietary rights of any third party;
- Accidents, misuse, abuse, abnormal use, improper use, negligent use, wilful misconduct, or use exceeding the recommended and permitted limits of the PRODUCT, and/or normal wear or deterioration;
- Any defect or non-conformity that has not been timely and promptly communicated in writing to WARRANTOR as set forth herein.
- Any damage, cost or expense caused by Act of God; or
- Loss of time, loss of use, inconvenience, loss of profits, lost business, lost business opportunities, damage to reputation, goodwill and any incidental or consequential damages arising out of or relating to the PRODUCT, or other matters not specifically covered hereunder.

**PROCEDURE.** Upon delivery, PURCHASER shall, within one (3) business day, inspect the PRODUCT for conformity and visible defects. PURCHASER shall give WARRANTOR immediate written, specific and detailed notice of any non-conformities or defects regarding the PRODUCT. Upon receipt of the written notice of claim, WARRANTOR shall have the right to inspect the PRODUCT. In the event of a defect covered by this Limited Warranty, WARRANTOR will, at WARRANTOR's discretion, repair or replace the PRODUCT or any component of the PRODUCT or refund the purchase price for that particular PRODUCT. In the event that PURCHASER submits a warranty claim that, in the sole reasonable discretion of the



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WARRANTOR, is unfounded, the PURCHASER shall reimburse the WARRANTOR all reasonable costs incurred by the WARRANTOR in evaluating the warranty claim (i.e. travel, lodging, expert evaluations, etc.). WARRANTOR must approve, in advance and in writing, all repairs or replacements covered under or performed pursuant to this Limited Warranty. Any warranty repairs or service must be performed exclusively by WARRANTOR or other authorized representative of WARRANTOR or by another servicing facility pre-approved in writing by WARRANTOR. Acceptance of any Limited Warranty claim is not an admission that any PRODUCT or any of its component parts are defective.

The PURCHASER forfeits any rights it may have under this Limited Warranty if the PURCHASER does not follow the procedure described herein.

All requests and notices under this Limited Warranty shall be directed to:

Siapi Smartech s.r.l.,  
con sede in Via Fratelli Bressan, 21  
20126 Milano  
Fax: 0039022571754  
E-mail: [noticeofclaim@siapi.com](mailto:noticeofclaim@siapi.com)

**LIMITATION OF DAMAGES.** Except as expressly provided by this Limited Warranty, **WARRANTOR SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ASSOCIATED WITH THE USE OR NON-USE OF THE PRODUCT OR A CLAIM UNDER THIS LIMITED WARRANTY, WHETHER THE CLAIM IS BASED ON CONTRACT, TORT OR OTHERWISE.** The foregoing



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statements of warranty are exclusive and in lieu of all other remedies or damages. Some States do not allow the exclusion or limitation of incidental or consequential damages, so only in this case this limitation or exclusion may not apply to you.

This Limited Warranty shall be the sole and exclusive remedy available to the PURCHASER with respect to this PRODUCT. In the event of any alleged breach of any warranty or any legal action brought by the PURCHASER, based on breach of warranty, alleged negligence or other tortious conduct by WARRANTOR, the PURCHASER's sole and exclusive remedy will be the repair or replacement of any defective PRODUCT as stated herein. In no event shall the liability of the WARRANTOR exceed the purchase price of the PRODUCT.

**DISCLAIMER. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING, USAGE OF TRADE, BY STATUTE OR OTHERWISE, IS HEREBY STRICTLY LIMITED TO THE TERM OF THIS WRITTEN WARRANTY.** This Limited Warranty shall be the sole and exclusive remedy available to the PURCHASER with respect to this PRODUCT. In the event of any alleged breach of any warranty or any legal action brought by the PURCHASER based on alleged negligence or other tortious conduct by WARRANTOR, the PURCHASER'S sole and exclusive remedy will be repair or replacement of defective materials or refund of the purchase price, as stated herein.

**TRANSFER OF LIMITED WARRANTY.** This warranty is made by WARRANTOR with only first PURCHASER of the PRODUCT and does not extend to any subsequent



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PURCHASER or any third parties. The unexpired portion of this Limited Warranty may not be transferred to any entity.

**APPLICABLE LAW.** This Limited Warranty shall be deemed to have been particularly negotiated between parties. The parties expressly acknowledge and irrevocably agree that any and all claims or disputes arising out of or otherwise relating to this Limited Warranty shall be decided exclusively by Court of Milano under Italian Law with the exclusion of any courts of any place. PURCHASER expressly waives any provision of law in the jurisdiction in which PURCHASER is located or any other potentially applicable law which conflicts with any provision of this Limited Warranty at any time.

**OTHER RIGHTS.** Your acceptance of delivery of The **PRODUCT** constitutes your acceptance of the terms of this Limited Warranty. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state. If any term or provision of this Limited Warranty is invalid or unenforceable under any local, state, or federal law, statute, judicial decision, regulation, ordinance, executive order or other rule of law, such term shall be deemed reformed or deleted, but only to the extent necessary to comply with such statute, regulation, ordinance, order or rule and the remaining provisions of this Limited Warranty shall remain in full force and effect.

**ENTIRE AGREEMENT.** This document alone contains the entire Limited Warranty given by WARRANTOR in respect of the **PRODUCT**. Nothing in WARRANTOR's product literature,



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marketing materials, advertisements and technical specifications expand or enlarge the scope of this Limited Warranty. There are no terms, promises, conditions or warranties regarding the PRODUCT other than those expressly contained herein. WARRANTOR specifically does not authorize any person, including but not limited to any dealer or other agent or employee of WARRANTOR, to extend the time, scope, terms or conditions of this Limited Warranty or to create or assume for WARRANTOR any other obligation or liability with respect to the PRODUCT or other products designed, manufactured or sold by WARRANTOR. All terms of this Limited Warranty are contractual and not mere recitals, and constitute material terms of this Limited Warranty. It is agreed and acknowledged that the provisions of this Limited Warranty allocate the risks between WARRANTOR and PURCHASER, that WARRANTOR's pricing reflects this allocation of risk, and but for this allocation and limitation of liability, WARRANTOR would not have entered into this Limited Warranty.

The agents, employees, and dealers of Siapi Smartech Products are not authorized to make modifications to this limited warranty or make additional warranties binding on Siapi Smartech.

**THIS DOCUMENT AND ALL PROVISIONS CONTAINED HAS BEEN SPECIFICALLY AGREED BETWEEN THE PARTIES.**