

# HISPANA

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## CONTRACTUAL CONDITIONS GUARANTEE

### DURATION

**The Warranty for products manufactured by Hispana de Maquinaria S.A (Hispana)** is 12 months from the date of acquisition, against any material or construction fault attributable to "Hispana de Maquinaria". It can be agreed a guarantee extension if both HISPANA and the customer accept the mentioned extension.

**The warranty of products or components not manufactured by HISPANA** is granted by the original manufacturer of such products depending on the specific legislation and norms to which they are subject.

**OBJECT OF GUARANTEE** Parts revealed as faulty, according to our technical opinion, will be replaced free of charge in factory or authorized technical centre.

In case of doubt, about the date of acquisition, it should be demonstrated with the delivery document or invoice.

The customer must notify HISPANA in writing that a product is defective and / or has hidden defects within a maximum period of 2 months from the receipt of the machine.

**LIMIT OF THE GUARANTEE** It is limited exclusively to the repair or substitution of parts that revealed faulty in our opinion. The expenses of transport or displacement are not included. The possibility of total substitution is excluded.

If the repair or substitution is not covered by the guarantee all the expenses will be supported by the buyer.

The guarantee neither would nor be valid in case:

- the apparatus had been manipulated or repaired by non authorized person;
- The fault had been caused by inappropriate employment of the machine or for lack of observance of the employment instructions and .  
/ or Inadequate maintenance
- Use of non original or unsuitable pieces, products or spare parts
- User failure to install safety devices or security conditions.
- Problems related to electrical installations and / or general conditions of the machine's environment.
- Problems arising from the transport of the product, the responsible for transportation will be contractually the carrier and / or the transportation assurance company hired.
- In case of detecting problems in the handling or transport of the merchandise by the buyer, he must be clearly explained in the document of delivery of the merchandise, in order to take the pertinent actions with the carrier and / or with the transportation assurance company, by whoever has contracted it

Any external damage to the machine in persons, installations, customer invoicing, brand image or in general any collateral damage, and in any case, if it were included in contract the responsibility for such collateral damage will be excluded from the warranty the warranty, and in any case it should never exceed 20% of the value of the machine

The accidents of transport, or due to the conditions of the work environment, they are not covered by this guarantee. In the case of transport, no insurance is covered unless the buyer requests it, or it included in the INCOTERM eventually agreed

### REPAIRS

In case it's needed to repair the machine, the customer will send at his cost the same to HISPANA, who will review the product:

- In the event that the product requires repair, within the established warranty period, HISPANA will proceed to its repair, being the customer responsible to pay the cost of transportation of the repaired machine
- If a defect is not detected in the product, HISPANA will return the machine to the customer who will bear the costs of labor and time spent in the revision of the product and its transportation.
- In case of need for repair of a product from which HISPANA supplies but does not manufacture, the manufacturer of the products is responsible for the defects thereof provided that the purchaser has advised HISPANA of the defects within the specified warranty periods HISPANA, undertakes to carry out the relevant incidents and procedures with the manufacturer in order that he comply with the warranty conditions if appropriate.

**LEGAL JURIDISCCION** Any legal claim related to the guarantee is submitted exclusively to the courts of Barcelona - Spain, and Spanish laws will apply in any case.

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