

WARRANTY CERTIFICATE

1. *Warranty*

1.1. This Warranty is limited to the defects in material and workmanship of the components supplied by SAECLIMBER SL; In case of defects in material and workmanship of Components SAECLIMBER SL, at its own cost, will repair or replace Ex-Works Borox (Toledo) Spain (Incoterms 2010) the defective parts.

ANY FURTHER WARRANTY OR COMPENSATION, WHETHER BY OPERATION OF LAW OR CONVENTIONAL, BEING EXPRESSLY EXCLUDED.

1.2. Test and check of product, inspection of fault and/or defects and their causes are exclusively deemed to SAECLIMBER SL and in no event purchaser shall be entitled to raise whatsoever objection and/or claim being expressly waived.

1.3. Should defects/damages will not be imputable to SAECLIMBER SL, the expenses sustained by the latter (including the expenses for any examine at purchaser's premises, test, plans, estimations, legal fee, etc.) shall be borne by purchaser, who shall make the relevant payment within thirty (30) days from the receipt of the invoice.

2. *Applicability and Warranty period*

2.1. This warranty shall be valid towards the first Purchaser only (company indicated in the packing list / invoice) and for a period of twenty four (24) months from delivery of Components (Bill of Lading date or packing list date). Repair or replacement of a component, shall not postpone the original term of warranty of others Components for any reason whatsoever.

3. *Exclusion of warranty*

3.1. Purchaser will automatically forfeit the warranty and the warranty shall not apply in case of:

3.1.1. Defects other than defects in material and workmanship, without limitation like

- breakages happened during the transport or installation;
- noncompliance with installation instructions and Maintenance Manual;
- damages caused by accidents, fire, other casualty or negligence not deriving from SAECLIMBER SL failure;

3.1.2. Tampering, repair, replacement or modification carried out by unauthorized personnel and without SAECLIMBER SL prior written authorization;

3.1.3. Improper maintenance, negligence or misuse, defective installation or assembly;

3.1.4. Use of non-original spare parts or in any case without SAECLIMBER SL prior written authorization;

SAECLIMBER S.L.

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3.1.5. Normal wear and tear.

3.1.6. Electrical parts are not included in the warranty, unless they are covered by the manufacturer's warranty due to a manufacturing defect.

3.2. Moreover, the warranty shall not apply if:

3.2.1. Purchaser has not fulfilled his obligations towards SAECLIMBER SL in full or in part, in particular with regard to the payment obligation;

3.2.2. Purchaser is not exempted from fulfilling his payment obligations, even if the warranty procedure is applied

3.2.3. Purchaser has not returned the defective part to SAECLIMBER SL within thirty (30) days from the discovery of defect, unless different written agreement with SAECLIMBER SL;

3.2.4. Purchaser has not notified the defects in writing within eight (8) days from their Discovery, specifying the serial number of the machinery, the date of delivery and purchase as well as the description of the discovered defects

4. **Limitation of warranty**

4.1. This warranty is limited only to repair or replacement of parts and/or Components considered defectives by SAECLIMBER SL on condition that the warranty is valid, effective, applicable or purchaser will not forfeit the warranty.

4.2. Without prejudice of any provision of law that cannot be derogated and /or mandatory, in no event shall SAECLIMBER SL be responsible for direct, indirect, incidental, special or consequential damages, under any circumstances resulting from faults and/or defects of equipment, to whom purchaser waive and acknowledges to haven't any right or title.

5. **Competent jurisdiction**

5.1. Any controversies which may arise because of or in connection with the interpretation or execution of this warranty or the sale and purchase agreement of the equipment, shall be submitted to the exclusive jurisdiction and sole venue of the competent Court of Madrid (Spain).

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