

## **DECLARATION OF CONVENTIONAL GUARANTEE FOR MELICONI PRODUCTS**

Meliconi products sold to consumers are covered by the legal guarantee of conformity of the goods established by law ("Legal Guarantee") that can be activated, free of charge, by the consumer, pursuant to \*see Regulation Table below. This Legal Guarantee

covers the lack of conformity existing at the time of delivery provided that the lack of conformity is reported to the seller, within the terms established by the aforementioned legislation.

Meliconi offers to consumers a further free Conventional Guarantee in the terms and conditions below specified which does not prejudice, limit or exclude in any way the consumer's right to benefit from the Legal Guarantee of conformity for which the seller is responsible.

### **1.- Conditions of Conventional Guarantee**

1.1.- This document contains the conditions of the Conventional Guarantee offered free of charge to consumers by Meliconi S.p.A., with registered office in 40057 - Granarolo dell'Emilia (Bologna), Via Minghetti n.10, Italy, (hereinafter "Meliconi") with reference to the Meliconi products referred to in table 1 below (hereinafter "Guaranteed Products") during the Guarantee period also indicated in said table 1 (hereinafter "Guarantee Period").

**Table 1**

<b>GUARANTEED PRODUCTS – PRODUCT DESCRIPTION</b>	<b>GUARANTEE PERIOD</b>
<b>Universal Stacking kit for washing machine and dryers</b>	<b>10 years</b>
<b>Universal Elevation Base for washing machine and fryers</b>	<b>10 years</b>
<b>TV Wall Mounts</b>	<b>5 years/10 years</b>

1.2.- For the purposes of this document, a consumer is the natural person who purchases the Guaranteed Products for scopes unrelated to any carried out entrepreneurial, commercial, craft or professional activity.

## 2.- Conditions and terms of the Conventional Guarantee

2.1.- This Conventional Guarantee covers the original manufacturing defects of the Guaranteed Products relating to materials and workmanship which cause the failure of said Guaranteed Products on the basis of the specifications provided by Meliconi in the user manuals and instructions, taking into account the overall performances of Guaranteed Products, and which occur within the Guarantee Periods starting from the date of delivery of the product.

2.2.- To activate this Conventional Guarantee, the consumer must send Meliconi a specific written request within 8 (eight) days from discovery of the defect, reporting his/her data (name, surname, address, telephone number and e-mail address) together with:

- copy of the proof of purchase issued by the retailer (receipt or tax receipt) certifying
  - i) legible the date of purchase;
  - ii) the description of the product;
  - iii) the model, as well as
  - iv) the name, address and VAT identification number of the reseller.
- a description of the product and of the defect found with photographic documentation where possible.

The subject of the communication must include the following wording: "Conventional Guarantee activation request".

2.3.- The procedures for delivering the guaranteed Products to Meliconi for which is requested the activation of the Conventional Guarantee will be indicated by Meliconi in the e-mail with which Meliconi informs the consumer the outcome of the carried-out documentation controls pursuant to the previous point

2.4.- Meliconi may provide, at its unquestionable judgement, that the guaranteed Products must be returned to the retailer or shipped to Meliconi's headquarter.

2.5.- It should be noted that in the event of activation requests submitted after the deadline of 30 days from the discovery of the defect, the products will be considered fully compliant, and it will therefore be impossible to activate the Conventional Guarantee.

## 3.- Exclusion clauses of the Conventional Guarantee

3.1.- This Conventional Guarantee only covers products used for domestic purposes and, in any case, not in the context of business or professional activities.

3.2.- This Conventional Guarantee is excluded in the event of:

- i) improper or negligent use of the guaranteed Products;
- ii) failure to comply with the instructions and indications for the operation and possible installation of the Guaranteed Products contained in the user manual or in the technical data sheets;
- iii) use of non-original spare parts;
- iv) poor or inadequate maintenance (e.g. parts damaged by limescale, use of non-recommended cleaning products, etc.);
- v) any fact which, excluding the occurrence of a manufacturing defect of the Guaranteed Products (e.g. lightning, water or fire);
- vi) models or product matrix numbers that have been altered, defaced or made illegible.

3.3.- This Conventional Guarantee also does not cover:

- a) defects resulting from normal wear and tear of the product;
- b) parts subject to normal wear and/or consumables;
- c) magnets and batteries;

3.4.- Furthermore, this Conventional Guarantee does not cover, in any case, direct or indirect damages of any kind, as well as failures deriving from improper use of the Guaranteed Products, as well as those deriving from failure to observe the safety standards or the instructions use or installation, acts of God, accident, improper or inopportune stress, modifications to the products, electric shock or other effects of high voltage or electric current, damage caused by the elements, and damage resulting from loss of control of Guaranteed Products. Furthermore, compensation and/or indemnity for direct or indirect damages of any kind due to lack of or limited use of the defective products cannot be claimed.

3.5.- For correct use of the product, the consumer is requested to carefully read the instructions and warnings contained in the User Manual and/or technical data sheets and/or indicated on the product itself and to scrupulously follow the indications contained therein.

4.- Remedies for defects covered by the Conventional Guarantee

4.1.- During the Guarantee Period, in the event that Meliconi ascertains and recognizes the lack of conformity of the product due to original manufacturing defects relating to materials and workmanship, Meliconi undertakes, at its discretion, alternatively to:

- (a) repair the Products;
- (b) replace the Products with an identical product or, when this is not possible because the product is no longer in production, with a similar product with equivalent or better characteristics and functions.

4.2.- The repair or replacement is carried out without shipping, transport, labor and material costs within a

reasonable period of time from the moment in which Meliconi was informed by the consumer of the defect covered by this Guarantee Agreement and without significant inconvenience for the consumer.

4.3.- All the replaced parts and the Products, for which replacement is requested, become the property of Meliconi.

4.4.- The Guarantee for the repaired or replaced parts, as well as for the product delivered as a replacement is equal to the residual duration of the original Guarantee Period which always starts from the date of purchase of the guaranteed Products. Repairs and replacements therefore do not in any case extend the duration of the guarantee. Once this Guarantee Period has expired, any repair and/or replacement of components that will be requested from Meliconi, as well as in the event that the Guarantee does not apply, the costs relating to labour, shipping, transport and materials for the repair or spare parts supplied will be charged to the consumer.

5.- Extension of the Conventional Guarantee

This conventional guarantee is recognized for the Guaranteed Products purchased and installed or, in any case, used by the consumer in the territory of the member states of the European Union.

6.- Limitations of Meliconi's liability

Meliconi declines all responsibility for any damages that may arise, directly or indirectly, to people, things or animals due to failure to comply with the instructions indicated in the appropriate User Manual and/or in the technical data sheets and/or on the products themselves and on the packaging and concerning in particular the warnings on safety, installation, use and maintenance of the product.

## Regulation Table

NATION	REGULATION
France	Code de la consommation; articles L. 217-4 et suivants et par la garantie légale du vendeur contre les vices cachés conformément aux dispositions du Code civil.
Spain	Ley General para la Defensa de los Consumidores y Usuarios (Real Decreto Legislativo 1/2007).
Portugal	Decreto-Lei n.º 67/2003, de 8 de abril (per prodotti acquistati prima del 31 dicembre 2021 con garanzia legale di due anni); Decreto Lei n.o 84/2021, de 18 de outubro (prodotti acquistati dal 1° gennaio 2022 con garanzia legale di 3 anni)
Belgium	artikelen 1649bis tot 1649octies van het oud Burgerlijk Wetboek
Romania	Ordonanța de urgență nr. 140/2021 privind anumite aspecte referitoare la contractele de vânzare de bunuri