

NADETECH WARRANTY

Customer
Product
Warranty starts on
Customer signature

Order Confirmation
Serial Number
Expiration date
Nadetech signature

WARRANTY

Nadetech will, free of charge, repair or, at the Company's option, replace Goods or, in the case of Services, re-perform Services which are proved to the reasonable satisfaction of the Company to be damaged or defective due to faulty materials, workmanship or design if such defects are revealed during the period of **12 months** since the acceptance of the Goods or performance of the services in accordance with Condition 1. Goods under warranty will be sent to Nadetech premises, with previous Company consent, under Customer's account for time saving purposes. Previous costs will be duly refunded, and shipping to Customer covered by Nadetech, in case warranty applies.

This obligation will not apply:

- if the defect arises because the Customer has altered or repaired such Goods without the written consent of the Company;
- because the Customer did not follow the manufacturers' instructions for storage, usage, installation, use or maintenance of the Goods;
- if the Customer has failed to notify the Company of any defect in accordance with Condition 4 where the defect should have been reasonably apparent on reasonable inspection; or
- if the Customer fails to notify the Company of the defect within **12 months** of the date of acceptance of the Goods or performance of the Services in accordance with 1.

Any Goods repaired under this warranty will be guaranteed on these terms for any unexpired portion of the period of guarantee given on the original Goods. Any Goods which have been replaced will belong to the Company. The Customer grants to the Company and its employees, agents and representatives a right to enter onto its premises to affect any repair or replacement under this Condition. Except as set out in Conditions below, this Condition is the Company's sole obligation and the Customer's sole remedy for defective Goods and is accepted by the Customer in substitution for all express or implied representations, conditions or warranties, statutory or otherwise, as to the satisfactory quality, fitness for purpose or performance of the Goods (or any materials used in connection therewith) or the standard of workmanship of the Services and all such representations, conditions and warranties are excluded. The warranty starts when the 10 days term for non-performance set forth on clause 1 lapses without written notice of the customer.

CONDITIONS

1. Inspection, defects and non-delivery. The Customer must inspect the Supplies as soon as is reasonably practicable after delivery or, in the case of Services, performance and, except as set out in Condition 3 below, the Company shall not be liable for any defect in the Supplies unless written notice is given to the Company within 10 days of the date of inspection. The Company will not be liable for any non-delivery of Goods or non-performance of Services unless written notice is given to the Company within 10 days of the date when Goods should have been delivered or the Services performed in the ordinary course of events. Subject to the condition below, the liability of the Company for non-delivery or non-performance or for Goods notified as defective on delivery or Services notified as defective following performance in accordance with this Condition 1 will be limited to replacing the Goods or re-performing the Services within a reasonable time or to refunding the price they paid in respect of such Goods.

2. Performance and fitness for purpose. Unless any performance figures, tolerances or characteristics have been specifically and expressly warranted by a director of the Company in writing, the Company accepts no liability for any failure of the Goods to comply with such criteria, whether attributable to the Company's negligence or otherwise. The responsibility for ensuring that Goods are sufficient and suitable for a particular purpose is the Customer's, unless specifically stated in writing by a director of the Company. Any advice or recommendation given by an employee of the Company which is not confirmed in writing by a director of the Company is acted on entirely at the Customer's risk and the Company shall not be liable for any such advice or recommendation which is not so confirmed. Except as set out in 3, the liability of the Company to the Customer, should any warranty, statement, advice or recommendation confirmed prove to be incorrect, inaccurate or misleading, will be limited to the refund of the price paid for the Goods or, at the Company's option, the supply of replacement Goods which are sufficient and suitable.

3. Exclusion of Liability. The Company does not exclude its liability to the Customer for any reason that would be illegal for the Company to exclude its liability or attempt to exclude its liability. Except as provided in Condition 1 (Inspection, defects and non-delivery), 2 (Performance and fitness for purpose), and Condition 5, the Company will be under no liability to the Customer whatsoever (whether in contract, tort, (including negligence), breach of statutory duty, restitution or otherwise). Save as set out in Condition 5 the Company's total liability in contract, tort, (including negligence), breach of statutory duty, misrepresentation or otherwise shall be limited to repairing or replacing Goods or in the case of Services, re-performing the Services or, at the Company's option, refunding monies already paid in respect of the Goods.

4. Risk and ownership. The risk of damage to or loss of Goods will pass to the Customer when the Goods are unloaded from the Company's carriers at the Customer's premises. Ownership of the Goods shall not pass to the Customer until the Company has received in full (in cash or cleared funds) all sums due from the Customer to the Company on any account whatsoever. Until ownership passes to the Customer, the Customer must hold the Goods on a fiduciary basis as the Company's bailee. If payment is not received in full by the due date, or the Customer passes a resolution for winding up or a court shall make an order to that effect, or a receiver or administrator is appointed over any assets or the undertaking of the Customer or an execution or distress is levied against the Customer, the Company shall be entitled, without previous notice, to retake possession of the Goods and to suspend the Customer access to the installed software. Until the property in the Goods passes to the Customer, the Customer shall keep the Goods properly stored, protected and insured against theft, damage and destruction for their replacement value at Customer's expenses and will extend his business liability insurance to the Retention Goods.

5. Intellectual property rights. The Goods in this Catalogue may be subject to the intellectual and industrial property rights including patents, knowhow, trademarks, copyright, design rights utility rights, database rights and or other rights of third parties. No right or license is granted to the Customer, except the right to use the Goods or re-sell the Goods in the Customer's ordinary course of business. The Company shall have no liability whatsoever in the event of any claim of infringement of any such rights howsoever arising. The Company owns full copyright in respect of this Catalogue and its reproduction in whole or part is prohibited without the Company's prior written consent.

HOW TO OBTAIN SERVICE

Please contact us using one of the following methods:

- Phone: +34 948 065 567
- Email: info@nadetech.com

Once agreed, please send the goods to:

NADETECH INNOVATIONS SL
Maintenance Department
Polígono Industrial Arbide II
Calle V, Nave 4
31110 Noáin (Navarre)
SPAIN