GENERAL WARRANTY CONDITIONS

GENERAL TERMS - PREAMBLE:

'Product', throughout this document, refers exclusively to the Templari branded product. 'Purchaser' throughout this document, refers to the natural or legal person who has purchased the Product, regardless of whether the seller is Templari S.p.A. or another entity marketing Templari branded products.

• This warranty relating to Templari branded Products issubject, as far as consumer protection is concerned, tocurrent European Union legislation, with specific referenceto Directive 99/44/EC enacted into Italian law by LegislativeDecree no. 24/2002, as well as to Italian legislation in forceat the time the contract is concluded, with specificreference to Legislative Decree 206/2005 (so-calledConsumer Code), without prejudice to the application ofarticles 1490 and following of the Civil Code for salescontracts stipulated with persons who do not have thestatus of consumer.

• This warranty applies to the Products in question and isvalid for a period of twenty-four (24) months except incases of sales not intended for the end consumer, in whichcase the warranty period shall be twelve (12) months fromthe date of purchase of the Products (date of the fiscaldocument issued at the time of purchase) The abovewarranty terms are valid provided the products are putinto operation within 6 months of leaving Templari S.p.A.premises.

• The Purchaser of the Product must refer to the reseller, i.e.the party with whom they have finalised the contract ofpurchase of the Product, for any claims concerning theProduct warranty.

1) EFFECTIVENESS AND OPERABILITY

• This guarantee is operative and effective on condition that the instructions and warnings for the correct installation,operation, use and maintenance accompanying theProduct have been observed, in compliance with the law.

• For the warranty to remain in force, the touch panel supplied with the heat pump and the outdoor unit must remain continuously connected to the Internet. Any failure to establish or maintain such connectivity—whether due to omission, incorrect configuration, orvoluntary disconnection—shall result in the immediatevoiding of the warranty. Continuous Internet connectivity isrequired to enable the proper remote monitoring ofoperating parameters required for diagnosing, preventing,and verifying any anomalies.

• The Purchaser of the Product must keep and present thetax document issued at the time of purchase in order tobenefit from the warranty for the terms indicated aboveand the related services without charge by Templari. If this thisis not the case, the date of the delivery note of the Product leaving the Templari S.p.A. plant will be taken as the effective date.

• The replaced material must be returned to Templaritogether with the duly completed *WARRANTY CLAIMFORM SPARE PART*. Templari will analyze the componentand will confirm whether it meets the warrantyrequirements only after the analysis has been completed.

• The warranty and any work done within the termsdescribed above in compliance with the regulations inforce, including first start-up for Products that require it,shall exclusively concern the Product itself, shall not extendto the system and cannot be assimilated in any way to testsand/or inspections of the same, which are reserved by lawfor authorised installers and maintenance technicians andin any case at the expense and under the responsibility ofthe Purchaser and the said installers and maintenancetechnicians. No work, from start-up to warranty and out-of-warranty work, relieves the owner of the system from theobligation of compliance and regulatory checks, or replacesthem. The latter is also responsible, at their own expense,for ensuring safe operating conditions for eachintervention, as well as compliance with the maintenanceroutine indicated in the manual accompanying the Product.

2) EXCLUSIONS

Products or cases concerning the Product are excludedfrom this guarantee if they have even one of the followingcharacteristics:

• lack of refrigerant gas and therefore need for recharging;

• products and/or their accompanying documentation withillegible, missing or altered serial numbers or labels;

• products that have not even partly complied with theinstallation, operation, use and maintenance instructionsgiven in the manual accompanying the Product;

• products installed without adequate electrical protectionand grounding;
• products installed by persons not qualified under currentregulations;
• products showing an increase in damage resulting fromfurther use by the purchaser once the malfunction hasoccurred and/or in an attempt to remedy the original fault;
• work requiring the use of elevated platforms, scaffolding,lifting or hoisting systems and/or transport systems; costsfor work requiring safety measures not already present inthe installation configuration*. These costs will be borne bythe Purchaser: please note that Templari will only coversuch costs in cases where the Products are installed at aheight not exceeding 2 metres. In all other cases, thePurchaser/Consumer is responsible for arranging the necessary equipment and will bear the cost of engaging technicians to do the work;
• any transport damage (scratches, dents and the like*);
• damage due to wear and tear, degradation, non-use,incorrect installation, accidental breakage, power surges*;
• faults or malfunctioning of electrical or hydraulic power,gas supply, chimneys or flues (if required by the Product)*;
• damage and failures caused by neglect, negligence,tampering, failure to carry out regular maintenance(cleaning of air filters, cleaning of evaporator coils, cleaningof condenser coils, cleaning of condensation outlets,tightening of electrical terminals), disassembly, inability touse, repairs done by unauthorised persons*, and anythingelse stipulated in the Product's user manual;
• products with occluded refrigeration circuit lines,whether internal or external, including in conduits, due toa lack of cleanliness and/or failure to empty out the systemproperly;
• products installed on systems with water not treatedwith appropriate inhibitor fluids or, if the unit is intendedto be used with household water, unsoftened;
• rubber seals and rubber components, consumables suchas oil, filters, refrigerants, plastic parts, moving orremovable parts*;
• parts in contact with water for which no annual report onthe hardness and pH of the water contained in the systemhas been submitted;
• breakage or malfunction of the remote control;
• products showing evident signs of the use of non-originaland/or unsuitable spare parts;
• products serviced by persons not authorised by TemplariS.p.A.;
• products not started up within 6 months of leavingTemplari S.p.A. premises. In such cases, the Purchaser mustdemonstrate that the damage in question is covered by thewarranty;
• damage caused by failure to take routine precautions tokeep the Product in good working order: avoidingoverheating, corrosion, encrustations, breakage caused bystray currents, condensation, corrosion by water or acidity,improper descaling treatments, lack of water supply,sludge or lime deposits, lack of electrical or gas power*;
• damage caused by keeping or operating the Product indamp, dusty conditions or environments that areotherwise unsuitable for its correct operation;
• damage caused by storing the Product in conditions notsuited for its proper keeping prior to installation;
• damage caused by inefficient/inadequate structures orsystems (electrical, plumbing*) connected to the Product;
• damage caused by incorrect sizing of the Product for theapplication;
• damage caused by malicious acts, force majeure(atmospheric events, fire, lightning, electrical interference,oxidation, rust, earthquakes, theft)* and fortuitous events;
• damages resulting from failure to limit air and noisepollution, without prejudice to existing regulatory limits. In all the above cases, the work will be done entirely at thePurchaser/Consumer's expense.

*By way of example but not limited thereto

3) TYPES OF WORK, PROCEDURES AND SCHEDULES

• In order to report an alleged lack of conformity of the Product, as a necessary condition for the activation of the warranty, the Purchaser/Consumer of the Product shall contact the distributor or party with whom they finalised the contract of purchase of the Product. In the case of direct sales by Templari, they shall contact Templari after-sales on +39 (0)49 8597400 in addition, it is necessary to send an email to service@templari.com attaching the duly completed document called "*WARRANTY CLAIM FORM SERVICE*."

• When reporting, the end user's identification and contact details must be provided, as well as the identification code of the Product in question (model and serial number). This information is required to enable Templari S.p.A. to ascertain the date on which the Product left its premises; without the identification code, the warranty is not applicable.

• Upon receipt of the report, Templari S.p.A. will reply to the reseller within a reasonable time, compatible with organisational and production requirements. TemplariS.p.A. reserves the right to decide on whether to replacethe product or part thereof in the event that, at its solediscretion, repair is not economically viable. Repair orreplacement shall not entail any additional cost for the EndUser or for the reseller from whom the End Userpurchased the Product.

• Templari S.p.A. will not reimburse work done on publicholidays unless authorised in advance.

• Templari S.p.A. will not authorize any work that exceedsthe time limits specified in the document called *SERVICELABOUR TIME DOCUMENT.*

• The Purchaser/Consumer must report the malfunction ordefect within the period of validity of the warranty, and nolater than two months after discovery of the defect orfailure.

• Any work, repair or replacement of the Product shall not,however, give rise to extensions or renewals of thewarranty or to modification of its original date of expiry.Parts replaced under warranty remain the property ofTemplari S.p.A.

• In the event of warranty service, it is necessary to submit the report and, upon approval by Templari, the corresponding invoice within 30 days from the date of approval.

• Parts of identical Products or Products with the same characteristics may be used to replace parts of the Product or the complete Product.

The above service procedures are subject to change/updating by Templari S.p.A. Note that the foregoing does not, under any circumstances, extend to the obligation to pay damages or reimburse expenses or costs of any nature incurred by persons or property, and that no one except Templari S.p.A. may amend the foregoing terms or issue any other terms, either verbally or in writing. Any disputes relating to this warranty fall under the jurisdiction of the Court of Padua.