## Warranty

Power Electronics (the Seller) warrants that their INDUSTRIAL Products are free of faults and defects for a period of 3 years, valid from the date of delivery to the Buyer. It shall be understood that a product is free of faults and defects when its condition and performance is in compliance with its specification.

The warranty shall not extend to any Products whose defects are due to (i) careless or improper use, (ii) failure to observe the Seller's instructions regarding the transport, installation, functioning, maintenance and the storage of the Products, (iii) repairs or modifications made by the Buyer or third party without prior written authorization of the Seller, (iv) negligence during the implementation of authorized repairs or modifications, (v) if serial numbers are modified or illegible, (vi) anomalies caused by, or connected to, the elements coupled directly by the Buyer or by the final customer, (vii) accidents or events that place the Product outside its storage and operational specification, viii) continued use of the Products after identification of a fault or defect.

The warranty excludes components that must be replaced periodically such as fuses, lamps & air filters or consumable materials subject to normal wear and tear.

The warranty excludes external parts that are not manufactured by the Seller under the brand of Power Electronics.

The Seller undertakes to replace or to repair, himself, at their discretion, any Product or its part that demonstrates a fault or defect, which is in conformance with the aforementioned terms of the warranty. Reasonable costs associated with the disassembly/assembly, transport and customs of equipment will also be undertaken by the Seller except in cases of approved intervention by the Buyer and/or their representative where cost allocation has been previously agreed.

In case of fault or defect, the Buyer shall notify the Seller in writing by using the following contact email: quality@power-electronics.com, of the presence of any fault or defect within 15 days of the fault or defect event. The serial number of the defective product plus a brief description of the fault must be included in the email. Failure to notify the Seller of fault or defect within this time period may result in the warranty becoming invalid.

In the event of replacement of defective Product or part thereof, the property of the Product or part shall be transferred to the Seller.

The Seller shall bear no liability for damages to property or third persons, even as manufacturer of the Products, other than that expressly provided by virtue of applicable mandatory law provisions. In any case, the Seller shall not be liable for indirect or consequential damages of whatsoever nature as, by way of example, production losses or unearned profits.

The Seller shall, at their discretion, forfeit all warranty rights of the Buyer if the total sum of the contract and payment has not been reached in accordance with the agreed conditions of the contract.

No other warranties, express or implied, are made with respect to the Products including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose. In any case, the Buyer's right to damages shall be limited to a maximum amount equal to no more than the price obtained by the Seller of the faulty or defective Products.

These conditions shall apply to any repaired or replacement products. Not withstanding the above, the replacement of a Product does not imply an extension of the term of warranty outside that of the original term.

