



Guarantee of Products and Equipment

Wenkel S.r.l. guarantees the quality and proper functioning of its Heizer, Sile and Heizer/Sile branded products, thus accounting for the elimination of any defect related to material or construction defects.

Such guarantee is carried out by repairing or replacing defective elements or defective parts or the entire product, at the discretion of Wenkel S.r.l..

In case of repair or replacement of the product or part of it, the expiration of the guarantee does not change.

Duration of Guarantee.

In the case of purchases for business or professional activities (sales by invoice or VAT number) the Guarantee has a duration of 12 months; in case of purchase by the end user (end user) the Guarantee has a duration of 24 months from the documented purchase date.

Conventional Guarantee.

Wenkel S.r.l. can grant conventional guarantees of different duration on some specific items in case of purchase by end users:

- boilers and stainless-steel tanks 5 years
- solar panels and solar batteries 5 years
- boiler body for FOREVER models 5 years

Disclaimer of Guarantees.

No Guarantee is given for damage on parts subject to normal wear and tear or for damage or defects caused by tampering, improper use and/or maintenance.

The guarantee does not include interventions on the hydraulic and electrical system or other accessory parts not supplied by Wenkel S.r.l..

The Parties expressly agree that the obligation to intervene and the supply of spare parts by Wenkel S.r.l. during the guarantee period refers exclusively to products that are sold and installed on the Italian territory. Consequently, any form of intervention during the Guarantee period by Wenkel S.r.l. is excluded for products sold in Italy which are then exported or resold to foreign third parties or to production sites of Italian companies located abroad. In such cases, in case of non-compliance of the product which requires its fixing at the headquarters of Wenkel S.r.l., it will be the responsibility of the end customer to bear the costs related to transport, shipping, insurance and customs operations to the headquarters of Wenkel S.r.l. in Italy. In the event that it is deemed sufficient to supply spare parts to replace defective parts, these will be made available by Wenkel S.r.l., at the Customer's headquarters in Italy and nothing will be due by Wenkel S.r.l. for the related recovery operations. Any derogation must be expressly agreed in writing with Wenkel S.r.l.. Malfunctions and/or non-conformities of the product attributable to the following list, by way of example, of causes are excluded from the Guarantee: transport activities; lack of evidence and execution of maintenance operations

Wenkel S.r.l.

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Subject to control and coordination by Fiorini Industries S.r.l.



envisaged in the use and maintenance manual; failure to comply with the instructions and warnings relating to installation and/or use provided by Wenkel S.r.l. ; installation of the Product not performed in a workmanlike manner or failure to comply with the laws and regulations in force (INAIL, UNI.CIG, VVF, ...); tampering, interventions, maintenance performed by unqualified or unauthorised personnel; abnormal or improper use of the product, failure to comply with its purpose and field of application; increase of damage caused by the further use of the appliance by the user once malfunction has occurred; use of non-original spare parts, components and accessories or not recommended by Wenkel S.r.l. and damage caused by them; incorrect or abnormal functioning of the electrical and/or hydraulic power supply; corrosions, limescale or breakages caused by stray currents, improper water hardness, deposits of limescale, deposits of dirt, condensation, aggressiveness or acidity of the substances in contact with the product, descaling treatments carried out improperly; causes of force majeure such as frost or overheating (outside the expected conditions of use), fire, lightning, theft, vandalism, accidents, unforeseeable circumstances etc..

Performance during the Guarantee period.

The Guarantee can be enforced by sending to Wenkel S.r.l. a report on the damage found; this report must be sent within 8 days from the discovery of the malfunction and within the guarantee period.

If deemed necessary by Wenkel S.r.l., the product will be delivered with free delivery to Wenkel S.r.l.'s headquarters, subject to return authorisation, otherwise the local CATA *[Technical assistance service for small businesses]* will be activated.

A copy of the documents proving the purchase of the product and in which the product model and serial number can be clearly and unambiguously identified must be provided to Wenkel S.r.l..

The Customer is not authorised, unless specifically authorised in writing by Wenkel S.r.l., to intervene on the Product in the event of malfunctions or in the presence of defective elements; the intervention without authorisation entails, as a consequence, the forfeiture of the Guarantee.

This Guarantee refers to Directive 99/44/EC and applicable national legislation.