

WARRANTY, LIMITATIONS OF LIABILITY, RETURNS

Bonomi North America, Inc. warrants that its products shipped to its initial purchaser will be free of all defects in material and workmanship for a period of one year from the date of delivery.

Should any failure to conform to this warranty appear before the one year delivery period, and the product[s] stored, installed and maintained in accordance with published Bonomi North America literature recommendations, and standard industry practice, Bonomi North America, Inc will replace the product at its own expense.

The Correction of non-conformities in the time period mentioned above shall constitute fulfillment of all Bonomi North America, Inc. liabilities to its initial purchaser.

Bonomi North America, Inc. shall not be liable for consequential damages to loss of other equipment or property, loss of profits or revenue, except the price of the Bonomi North America goods, which this liability is based.

The customer is expected to check the received goods upon arrival at its premises. Any evident damage to the product or severe damage to its packaging that could affect the functionality of the received item should be reported immediately and no later than 10 days after delivery, possibly with pictures, to sales@bonominorthamerica.com.

The customer must obtain a RMA (return of materials authorization) from the inside sales department prior to returning any items. The RMA should include part number, quantity, customer's purchase order or invoice number with which the product was originally supplied.

The purchase of interim replacement item(s) does not relieve the customer of financial responsibility of the returned items if found to be damaged or misused by customer/end user. All returns must come from the initial purchaser and should not ship directly from the contractor or end user to Bonomi North America.

All returned materials will be inspected and tested.

If a returned product is confirmed defective, within the above mentioned warranty conditions, Bonomi North America, Inc. will issue a full credit to the customer.

No credit will be issued for returned products that have been clearly misused, installed incorrectly, manipulated, modified, damaged at the customer's premises, or during the return shipment. All items must be in like new condition to obtain credit.

If the product can be properly repaired at a reasonable cost, Bonomi North America, Inc. will offer the repair option to the customer.

If a product that has not been used or damaged in any way, is being returned with the corresponding RMA for a reason other than a defect claim or a shipping error within 2 months from order, Bonomi North America, Inc. will issue a credit to the customer, deducting a 20% restocking fee.

However, even in the above mentioned case, the return of non-defective customized products such as assembled packages of valves and actuators and/or of orders supplied more than 2 months before and/or exceeding the value of \$ 1,500, will be at the discretion of Bonomi North America and, if accepted, may result in significantly higher restocking fees, depending on the amount of labor involved.