



GENERAL WARRANTY CONDITIONS RESERVED FOR U.B.S. CUSTOMERS UNION BATTERY SERVICE S.R.L

Introduction:

The conditions detailed below are an integral and essential part of the contract and the purchasing party accepts them, with the purchase order confirmation, unconditionally and undertakes to observe, in relations with U.B.S. Union Battery Service Srl, the general warranty conditions also referred to the instruction manual, who declares to have read and accepted all the information provided pursuant to the provisions specified below. The customer, recognizing the intrinsic danger deriving from the management of goods, takes appropriate measures to protect operators, goods and environments as well as for correct installation.

The warranty conditions detailed here are also an integral part of the instruction and use manual for the batteries and chargers.

1) OBJECT

All batteries and chargers are identified with a serial number printed on a label attached to the product.

Lithium batteries, ZLI series, are also equipped with safety paint/anti-tamper labels. Their removing/tampering leads to the immediate forfeiture and therefore exclusion of any warranty on the product itself, as will be detailed later in the conditions relating to the warranty.

2) WARRANTY PERIOD

<ul style="list-style-type: none"> Lead-acid Batteries Battery charger REGEN.01 	24 MONTHS	The warranty period starts from the date of issue of the U.B.S sales invoice in the presence of the serial number printed on the label applied to the product.
<ul style="list-style-type: none"> Lithium batteries 	60 MONTHS	
<ul style="list-style-type: none"> Regenerated batteries 	6 MONTHS	The warranty period starts from the date of issue of the U.B.S sales invoice in the presence of the "Battery Regenerator" label with the regeneration date.

3) BATTERY AND CHARGER WARRANTY: conditions for validity and effectiveness

A. Batteries: preliminary conditions of return and product recall

The Customer, with great collaboration, must comply with any initiative that U.B.S. Union Battery Service Srl will decide to undertake. The Customer will organize, in collaboration with U.B.S. Union Battery Service Srl, the return of the batteries to be checked, upon written communication of each identifying data to be reported in the table and forward them to the following e-mail address: alessia@unionbatteryservice.it; without them U.B.S. Union Battery Service Srl will not be able to carry out any checks.

GOODS TO BE RETURNED FOR INSPECTION

Customer:

Product code	Serial Number	Swollen battery Yes/No	Application	Photo of product installed

We will ask you to fill in the file where requested and send it to:

alessia@unionbatteryservice.it

Once the report has been received, complete with the above information, U.B.S. Union Battery Service Srl will evaluate the warranty terms only for batteries that fall within the warranty period, which can be verified with the serial number and which do not show any swelling.

Repair and replacement do not lead to the extension of the warranty period.



B. Battery charger: preliminary ZBC and ZBCO return conditions

The manufacturer undertakes to replace or repair free of charge those parts that are found to be originally defective. The manufacturer's evaluation is unquestionable in determining the warranty.

The warranty covers manufacturing defects only.

The Customer organizes the return of the battery chargers to be checked at his own expense, upon communication of the serial number. U.B.S. Union Battery Service Srl will only evaluate the warranty of battery chargers falling within the warranty period.

The battery chargers will be tested and the results will be communicated based on the tests carried out

C. Battery charger: preliminary return conditions ZHF, PSW, MGX, EDM, REGEN.01, SPYBATT

The manufacturer undertakes to replace or repair free of charge those parts that are found to be originally defective. The manufacturer's evaluation is unquestionable in determining the warranty.

The Customer sends the material at his own expense to Mori Raddrizzatori s.r.l. (via Pietro Nenni 17/19 - 25019 Colombare di Sirmione (BS) - Italy) appropriately packaged and with return Delivery Note headed to Mori Raddrizzatori.

The Customer will receive a quote for authorization to repair the goods, which will subsequently be returned to the Customer carriage paid if under warranty or charging for transport and repair/replacement if out of warranty.

4) OPERATION OF THE WARRANTY AND ITS LIMITATIONS - FORFEITURE – EXCLUSION

The warranty exclusively covers manufacturing defects, referring entirely to the user manual; failure to comply with the instructions detailed in the user manual (use of the goods not compliant with the user manual, or a product failure resulting from non-compliant use or in any case forced non-use) will only lead to the rejection of any request for compensation and/or replacement even during the warranty period.

The following events will not be covered by the warranty (these are some examples):

- Failure to comply with the requirements indicated in the user manuals in force, available on our website.
- Failure to respect the frequency and methods of "refreshment" charges on warehouse batteries.
- Use of the battery in areas not compatible with the characteristics of the battery itself.
- Incorrect sizing of the battery based on use.
- Tampering.
- Overtemperatures/swellings.
- Deletion/tampering of label containing serial number, anti-tampering and safety paint.
- Natural deterioration of the battery.
- If the defect is due to the conformity of the product with a mandatory legal rule or a binding provision.
- If scientific and technical knowledge, at the time the manufacturer put the product into circulation, did not yet allow the product to be considered defective.

5) FURTHER VOIDING OF THE WARRANTY

A. The warranty (as well as any liability of the supplier) becomes void in the event of tampering or interventions not authorized by the supplier or the manufacturer and does not extend to parts of the product normally subject to wear and tear.

B. The warranty becomes void in the event of use of the products in a manner not in keeping with the technical specifications and/or in the event of use in environments and/or in conditions incompatible with correct functioning and/or in the event of use by unqualified personnel and/or unauthorized.



6) LIMITED WARRANTY

A. The manufacturing defect ascertained that it is not a consequence of willful misconduct or gross negligence will determine compensation for the manufacturer/importer pursuant to and for the purposes of art. 1229 of the Civil Code, within the limits of the Product Liability Policy No. 0360.5117533.41 stipulated with the Unipol Sai Company – Desenzano del Garda BS Agency as well as the damage resulting from the manufacturing defect and the subject of the test.

B. Except in the case of fraud or gross negligence, U.B.S. Union Battery Service Srl will be obliged, in the event of documented faults/defects, lack of quality or lack of conformity of the products, only to repair them, if possible, or to supply products to replace the defective ones, without prejudice to condition A.

C. It is understood that the aforementioned guarantee, together with the limitations, absorbs and replaces any other legal or conventional guarantee and excludes any other liability (except for points A and B); therefore no charge or compensation for damages can be claimed for loss of profit, nor for any other direct or indirect damage suffered as a result of the fault/defect of the product. We hereby decline any responsibility for any damage that may arise, directly or indirectly, to people and/or things due to the purchaser's failure to comply with all, without exception, the instructions indicated in the user manual.

7) EXCLUSION OF LIABILITY

A. Any liability, and therefore compensation, is hereby excluded in the event of tampering with the products or for defects caused by repairs or interventions by third parties unless expressly authorised.

B. Any liability for damages attributable to causes of force majeure or fortuitous circumstances and/or unforeseeable anomalies ascertained with expertise is excluded.

C. U.B.S. Union Battery Service Srl is not liable for any direct or indirect damage caused to things or people, and in any case to be proven by documentary evidence, resulting from:

- Product defects attributable to failure to comply with the relevant instructions for use, improper use, abnormal environmental conditions, operating conditions that do not comply with what is stated in the user manual, overloading or lack of maintenance.
- Product defects caused by the use of accessories, complements or spare parts other than original accessories, complements and spare parts.
- Damage caused by external factors such as, for example, those resulting from falls or impacts.
- Replacement of components.
- Products on which modifications or additions have been made, or which have been opened.
- Minor anomalies regarding the characteristics of the product, which do not affect its value and performance.

8) EXPERT ASSESSMENT - DISPUTE RESOLUTION

A. Disputes that may arise between the parties in relation to the operation of the guarantee, including those relating to its validity, interpretation, execution, extent of damages and limit of compensation, will be referred to the decision of a Sole Arbitrator who will be appointed by mutual agreement by the parties, or in case of disagreement, by the President of the Court of Brescia. The applicable law will be Italian law.

B. Prior to the establishment of the above procedure, in the event of a dispute in relation to the returned good, and the state in which it is delivered, as well as in reference to the ascertainment of the causes and contributory causes, the parties hereby undertake to appoint a specialized expert/company to ascertain the subject of the complaint, the causes and contributory causes, and, therefore, for the purposes of ascertaining the degree of responsibility, as well as in reference to the applicability and/or limitation and/or exclusion of the guarantee and ascertainment of the consequent damages to be documented, within the limits of the policy limit.

C. Company contacts for every need: Sales Office Telephone 030.9904570 e-mail info@unionbatteryservice.it.