



Warranty Guidelines

(1) General warranty policies

As the official factory distribution center, Dragotec International GmbH (Germany) is the first point of contact for warranty claims regarding new machines and genuine spare parts of Olimac Srl (Margarita) in Europe (except Italy), Africa, Asia, Australia, and South America.

(2) Warranty period

Dragotec International GmbH grants a **regular warranty period of 12 months** on new machines and genuine spare parts produced by Olimac Srl, starting with the delivery date.

(3) Warranty scope

The limited warranty covers all parts, except those which are regularly subject to wear or consumption (e.g. knives, chains, bearings, rubber covers, paints, lubricants).

(4) External costs

The warranty does not cover any external costs, such as costs incurred due to machine downtime, transport or working hours.

(5) Warranty exclusion

The warranty does not apply to damages caused by improper use or lack of maintenance. Furthermore, warranty can only be granted if the following warranty procedure is complied with by the applicant.

(6) Warranty procedure

- (a) When a flaw is detected, it must be reported to the responsible dealer or directly to Dragotec International. If the flaw is not reported within two weeks after detection, the warranty claim expires.
- (b) The notification of the flaw can initially be made informally. After notifying, the applicant may have to fill out a warranty application form and send it to the responsible dealer or Dragotec International.
- (c) In order to clarify the legitimacy of a warranty claim, Dragotec International can optionally request evidences for the cause of the flaw from the applicant before sending out new parts (e.g. photo or video material of the flawed parts).
- (d) After provisional approval of the warranty claim, the reclaimed parts will be sent out to the applicant by Dragotec International or the responsible dealer. The type of shipping is determined by the sender. Shipping costs are borne by the sender.

- (e) **After the receipt of the goods, the recipient has 12 weeks to return the flawed parts to Dragotec or to the responsible dealer.** Any return costs shall be borne by the applicant. If the applicant sends the parts to his responsible dealer, the dealer in turn must forward the parts to Dragotec International and cover the corresponding shipping costs. Only in individual cases approved by Dragotec International shall the return be waived.
- (f) After the flawed parts arrive at Dragotec International, and after their rightful evaluation, in regard of point (h), the warranty claim will get finally approved. Dragotec International then issues a credit note to the applicant equal in amount to the value of the new parts. No further payment must be made by the applicant. If the applicant's responsible dealer had sent out the parts, the credit note will be issued to the dealer by Dragotec International and the dealer in turn has to issue a credit note to the applicant.
- (g) If the flawed parts do not arrive at Dragotec International or at the responsible dealer within 12 weeks (starting from the shipping of the new parts), and if there was no exceptional agreement granted by Dragotec International, a regular invoice in the amount of the new parts which had been sent to the applicant will be issued. This invoice has to be regularly paid by the applicant within 14 days. When the responsible dealer receives parts from an applicant, he must in turn forward them within additional 12 weeks to Dragotec International. If the dealer fails to forward the parts, and if there was no exceptional agreement granted by Dragotec International, the parts will be invoiced to the dealer.
- (h) If, after a closer examination of the flawed parts, Dragotec discovers that the warranty claim is not justified with respect to point (5), the new parts will likewise be invoiced regularly to the applicant.

(7) Individual agreements

The warranty guidelines listed here are generally valid without any specific agreement. Individual contracts can be supplemented by additional warranty services. Individual contractual agreements that deviate from the standard warranty guidelines always take precedence. The same applies to contractually agreed limitations of the standard warranty guidelines.

Wurmannsquick, March 27, 2020