

Arvo Controls, s.l. Limited Warranty for Products and Services :

Arvo Controls, s.l. ("Arvo-Tech") is herein referred to as the "Seller" and the customer or person or entity purchasing goods, replacement parts, products and/or services (hereinafter referred to as "Products") from Seller is referred to as the "Buyer." The terms and conditions of this Warranty are as follows:

1. WARRANTY PERIOD

1.1. **Products:** Seller warrants that its products shall be free from defects in material and workmanship:

- (a) For a period of twenty-four (24) months from the date of shipment; or
- (b) Twelve (12) months from the date of installation, whichever occurs first.

1.2. **Services:** Seller warrants that services provided shall be free from defects in workmanship for a period of twelve (12) months from the date of service completion.

1.3. Replacement parts provided under this Warranty shall be warranted for a period of thirty (30) days from the date of shipment.

2. WARRANTY COVERAGE

2.1. During the applicable warranty period:

- (a) Products or parts found to be defective will, at Seller's sole discretion, be repaired or replaced.
- (b) Services found to be defective will, at Seller's sole discretion, be re-performed.

2.2. Seller's liability under this Warranty is expressly limited to the repair, replacement, or re-performance of defective products or services.

3. NOTIFICATION AND INSPECTION REQUIREMENTS

3.1. In the event that the Buyer suspects a defect in a product or service, the Buyer is required to:

- (a) Promptly inform the Seller in writing, providing a detailed account of the nature and specifics of the suspected defect, adhering to the format specified by the Seller.

(b) Grant the Seller a reasonable opportunity to examine the product or service prior to initiating any repairs or modifications.

3.2. Any testing conducted to identify defects must:

- (a) Receive prior approval from the Seller.
- (b) Follow the procedures established in agreement with the Seller.
- (c) Allow the Seller to observe the testing process.

3.3. Should the Buyer fail to adhere to the notification and inspection requirements, the Seller shall be released from any obligations under this Warranty.

4. RETURN POLICY

4.1. Products replaced will be the property of Seller. Products must not be returned to Seller or discarded without prior written authorization of Seller.

4.2. Buyer shall bear all freight charges and risks associated with returning the product to Seller.

4.3. Returned products must be properly packaged to prevent loss or damage during transit.

5. EXCLUSIONS

This Warranty does not cover:

5.1. Expenses related to labour, access, removal or reinstallation, or temporary power incurred during repair or replacement

5.2. Damage or defects caused by:

- (a) Improper storage, including failure to store indoors, in original packaging, or under suitable environmental conditions.
- (b) Installation, maintenance, or usage that does not comply with the Seller's guidelines.
- (c) Operation under conditions that surpass published specifications.
- (d) Normal wear and tear, including corrosion.
- (e) Unauthorized modifications, repairs, or alterations.

(f) Environmental factors such as inadequate electrical power, improper temperature, vibration, or humidity control.

(g) Events beyond Seller's reasonable control, including, but not limited to, accidents, natural disasters, or acts of God

5.3. Products or services that have been altered, modified, or repaired without the Seller's prior written approval.

6. LIMITATION OF LIABILITY

6.1. The remedies specified herein are the sole and exclusive remedies available to Buyer.

6.2. Under no circumstances shall Seller be liable for:

(a) Indirect, incidental, special, consequential, or exemplary damages, including lost profits, business interruption, or loss of data.

(b) Costs associated with uninstallation, reinstallation, transportation, or adjustments.

6.3. This Warranty is non-transferable and applies solely to the original Buyer.

7. EXCLUSION OF OTHER WARRANTIES

7.1. This Warranty is provided in lieu of all other warranties, express or implied, including, but not limited to, implied warranties of merchantability or fitness for a particular purpose, to the extent permitted by applicable law.

7.2. No other warranties, representations, or guarantees, whether oral or written, shall be binding on Seller unless expressly agreed to in writing.

8. GOVERNING LAW AND JURISDICTION

This Warranty shall be governed by and construed in accordance with the laws of Spain, without regard to its conflict of laws principles. Any disputes arising from or relating to this Warranty shall be subject to the exclusive jurisdiction of the courts located in Valencia, Spain.

9. ENTIRE AGREEMENT

This Warranty constitutes the entire agreement between Seller and Buyer concerning the



subject matter herein and supersedes all prior agreements, representations, or understandings, whether written or oral.