

## General Warranty Conditions

### DEFINITION OF WARRANTY OF FA-BA SRL PRODUCTS

This warranty is subject to the following limitations, in addition to what is required under applicable law.

These general warranty conditions are valid only within the Italian territory and on condition that the product has been commissioned exclusively to "Fa-Ba Srl" or for products purchased at our stores, also online, or at the authorized dealers.

"Fa-Ba Srl" reserves the right to modify the design of any product without assuming any obligation to modify any product manufactured previously.

#### **Duration of the Warranty.**

The same warranty is valid and effective for the original purchaser on the basis of the following definitions and in the alternative to the full payment of the product by the original purchaser within the terms agreed in advance or indicated on the invoice:

1 - wheels and rims: for a period of 2 years.

In particular, the wheels and rims sold by "Fa-Ba Srl" (the "Products") are guaranteed to private consumers, and with regard to the mere quality of the product from the date of delivery of the product. At the end of the aforementioned period, the warranty will automatically be considered extinguished, without any need for communication, or the right to renew.

Likewise, for any customizations (for example single or multi-colored painting), which are guaranteed for a maximum period of 12 months from the delivery date

#### **Causes of Warranty Exclusion.**

The right to the warranty is excluded if the conditions of the products have been modified, even minimally, by repairing any type, cold or hot, by removing material, welding, attempts to bend or straighten, heat treatment of any kind, performed by original purchaser and not with the intervention of "Fa-Ba Srl".

The painting warranty does not work if the following conditions are met, so when:

- a) Products with the presence of scratches, blows or any other external agent that has scratched the surface layer of paint.
- b) Products cleaned with solvents or diluents, including their derivatives, such as: petrol, naphtha / diesel, petroleum, acids in general, kerosene, hydraulic oil, methanol, benzene, fat.
- c) If the "instructions for care and maintenance" delivered by "Fa-Ba Srl" to the original purchaser at the time of purchase have not been strictly adhered to;
- d) Products finished according to customer specifications ("custom-finished").

Damages resulting from the following circumstances are excluded from coverage of this warranty:

- a) Damages caused by improper use, abuse or negligence;
- b) Damage caused by improper installation, use in an improper application;
- c) Damages caused by repairs or interventions carried out by persons not authorized by the manufacturer;
- d) damage caused by the handling of components or incorrect operations during assembly or assembly;
- e) defects or damages caused by falling, breaking, lightning or infiltration of liquids or other natural events;
- f) Normal wear and tear;
- g) Damage caused by something other than defects in material or workmanship;
- h) Damages caused by use in sports, even amateur or occasional competitions;
- i) Any and all requests for direct or indirect damage resulting from improper use.

Furthermore, no guarantee is granted for products that are used in official or amateur sports competitions, off-road and on gravel roads, as they are not used for the normal use for which they are intended. "Fa-Ba Srl" disclaims any charge deriving from claims for losses or lost profits (both for emergent damages and for loss of profit) or for damages to persons or things deriving from the correct or incorrect use of the Products. The responsibility of "Fa-Ba Srl" for indirect, consequential, incidental and moral damages deriving from the use of the supplied products is expressly excluded.

In any case, even if the compensation is mandatory by law, "Fa-Ba Srl" will be obliged to compensate any direct or indirect damages, only within the limit of a maximum amount equivalent to the value of the products. No other reimbursement, indemnity or compensation will be due by "Fa-Ba Srl" for any claims related to the non-use or delayed use of the product or vehicle resulting from any product defects.

The only responsibility of "Fa-Ba Srl" will therefore be limited to the repair or replacement of the defective product. "Fa-Ba Srl" does not provide any other type of warranty, explicit or implicit, except as provided in this product warranty definition. "Fa-Ba Srl" will not be responsible for any costs, losses or damages incurred as a result of the loss of use of the product.

### **Care and Maintenance of Products.**

To maintain the features and characteristics of the products, expect the following general rules:

- NEVER wash the product when it is hot or boiling or when it is already mounted on the vehicle because a washing in such conditions could cause serious damage to the product or vehicle on which it was equipped.
- periodically remove the dirt that accumulates on the surface from the product, using lukewarm water and neutral soap, using a soft sponge and then a soft cloth for drying.
- NEVER use abrasive sponges or scourers.
- NEVER use detergents containing chemical agents harmful to the surface of products.
- If a specific detergent is used for alloy products (ie with neutral PH and diluted in water) never let it act on the product for more than two minutes and rinse immediately with lukewarm water.
- NEVER use acid or alkaline detergents, solvents, diluents, petroleum, naphtha, diesel, petrol, benzene, kerosene, methyl alcohol, hydraulic oil

### **Verification of the goods.**

Before accepting delivery, the purchaser must carefully check the condition of the products or packaging in the case of home delivery. In case of damaged packaging, or delivery of non-compliant or incomplete goods, clearly indicate the problem on the specific form of the courier in the presence of the person making the delivery. In the absence of the above it will not be possible to carry out a retrospective claim for damages originating during transport.

In the event that the buyer personally provides for the assembly of the products on his vehicle, he must make sure that he adapts to the same without interfering with the other mechanical parts of the same.

The assembled products will be considered used and will not be returned or replaced.

### **Complaints.**

In case of defect of the product, which falls within the warranty terms, the following procedure must be followed in order to validly make use of the guarantee. The complaint must be submitted to "Fa-Ba Srl" by e-mail no later than eight days from the discovery of the defect, also through the appropriate page of the site of "Fa-Ba Srl" - / Complaints Online /, specifically indicating:

- The date of collection of the product, accompanied by proof of purchase necessary and essential to be able to process all the guarantees;
- Your name, complete with company name, address, Fiscal Code and possible VAT number, telephone and e-mail addresses;
- The specific model of the product purchased and any customization performed;
- The detailed description of the defect found or of the possible malfunctioning complained;
- A photograph, even in digital format, that can document the defect;
- Delivery of the product deemed faulty at the headquarters of "Fa-Ba Srl". In this case shipping costs will be charged to "Fa-Ba Srl" only in the case in which the product is actually faulty.

Only complaints transmitted in accordance with the above procedure will be accepted by "Fa-Ba Srl" which, only after examination of the product and positive assessment of the existence of the alleged defect.

### **Warranty intervention.**

In the case of an ascertained fault "Fa-Ba Srl" will replace the product with another one of equal value and use.

The regeneration of the product, or part of it, or its repair when possible, does not involve the extension of the guarantee, which will in any case expire at the end of the period referred to in the paragraph "Term of the Guarantee".

### **Jurisdiction.**

This warranty is subject to Italian law. Any controversy should arise in relation to the validity of the application of this warranty will be devolved exclusively to the jurisdiction of the Court of the Court of Bologna, except for cases in which the art. 66-bis Legislative Decree, 06/09/2005 n ° 206 (c.d. consumer forum).