

- 3.2 Following the regular filing of the claim, the User shall return to Neri the components and/or parts of the Product reported as defective or non-conforming within 30 (thirty) days from the relative request in writing by Neri in accordance with the Incoterms® rule DAP, premises to be indicated by Neri, ICC, latest version.
- 3.3 Once received the components and/or parts of the Product allegedly defective, Neri will verify such components and/or parts and, if it ascertains them to be effectively defective and actually covered by this Limited Warranty, shall decide at its sole discretion whether to repair and/or replace the components and/or parts of the Product with the same or a similar product. Neri will ship the components and/or parts of the Product replacing the alleged defective and/or non-conforming ones in accordance with Incoterms® rule DAP, place where the Product was installed or different place agreed with the User, ICC, latest version.
- 3.4 Conversely, if Neri ascertains that the components and/or parts of the Product are not actually defective and/or not covered by this Limited Warranty, Neri will notify the User accordingly. In case the components and/or parts of Product are not defective, Neri will make the original components and/or parts of the Product available to the User for collection at the Neri factory. The User will be obliged to proceed with the collection, bearing the transport and administrative costs, within 15 (fifteen) days from the date of receipt of the above notification of Neri. In case the defects of the components and/or parts of Product are not covered by this Limited Warranty, Neri will provide the User with a quotation for the performance of the needed intervention and for the spare parts to be used. Should the User do not accept the quotation, the User will be obliged to proceed with the collection of the original components and/or parts of the Product at the Neri factory, bearing the transport and administrative costs, within 30 (thirty) days from the date of receipt of the above quotation of Neri.
- 3.5 This Limited Warranty does not cover any additional costs arising from the labor necessary to repair and/or replace the defective components and/or parts of the Products nor any other service or accessory expense (such as, but not limited to, the costs incurred for the assembly/disassembly of the defective components and/or parts of the Products or for the transport of the defective/repaired/new component and/or parts of the Products, as well as the costs incurred for disposal, any travel, food and lodging expenses incurred by Neri to intervene at the site where the Products are installed, expenses for lifting equipment and scaffolding). Such costs shall be borne by the User.

4. DISCLAIMERS AND LIMITATIONS

- 4.1 THIS LIMITED WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT ANY IMPLIED WARRANTY IS REQUIRED BY LAW, IT IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PERIOD ABOVE.
- 4.2 IN CASE OF DEFECTS AFFECTING THE PRODUCTS, NERI SHALL BE HELD LIABLE TOWARDS THE USER ONLY PURSUANT TO THE TERMS AND CONDITIONS SET FORTH BY THIS LIMITED WARRANTY. IN NO CASE NERI SHALL BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, OR INCIDENTAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, FAILURE TO REALIZE SAVINGS OR OTHER BENEFITS, LOSS OF OPPORTUNITY, LOSS OF GOODWILL), ARISING FROM OR IN CONNECTION WITH THE PRODUCT.
- 4.3 NERI SHALL NOT BE LIABLE FOR ANY INJURY, LOSS, COST OR DAMAGE OF ANY KIND, ARISING OUT OF FAILURE TO OBSERVE THE USER MANUAL AND/OR INSTRUCTIONS PROVIDED BY NERI AND, IN PARTICULAR, THE WARNINGS RELATING TO THE INSTALLATION, USE AND MAINTENANCE OF THE PRODUCT, AND/OR AS A CONSEQUENCE OF ANY PRODUCT'S USE THAT DOES NOT COMPLY WITH THE DILIGENCE REQUIRED BY THE NATURE OF THE PRODUCT ITSELF.
- 4.4 AT ALL EVENTS, THE LIABILITY OF NERI UNDER THIS LIMITED WARRANTY, IF ANY, SHALL NOT EXCEED THE PURCHASE PRICE PAID BY THE USER FOR THE DEFECTIVE PRODUCT.

5. LEGAL RIGHTS

- 5.1 This Limited Warranty gives the User specific legal rights towards Neri. The User may also have, towards the seller from which it has purchased the Product, other rights that are not excluded, limited or, however, affected by this Limited Warranty.

Effective date January 8, 2026