



## WARRANTY

### **BABEL D**

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Industrie Baraldo s.r.l. [hereafter the Manufacturer] guarantees products, marketed under the BABEL D brand name, against design or manufacturing defects for the legally-established time. The warranty period begins on the date of the vendor's invoice or receipt.

The Buyer may file a claim by presenting the vendor's purchase invoice or receipt with the documentation mentioned in the following paragraph. The Manufacturer must be informed in writing of the defect no later than 15 days after its discovery.

The claim shall be accompanied by a defect description, photographs and documentation justifying the claim. The claim and documentation can be mailed to info@babeld.it or by ordinary mail to BABEL D s.r.l.: via Monte Cervino, 60 - 20862 Arcore [MB] - Italy.

The warranty is granted under the following conditions:

- a) The warranty applies only to products purchased from an authorised dealer or the Manufacturer and only if they have been fully paid.
- b) The products must be used correctly, within the scope of use permitted by their types and technical specifications. The Manufacturer shall not be liable for damage to persons or property resulting from improper product use.
- c) The tables must be assembled according to the assembly instructions contained in the packaging and available on the website [www.babeld.it](http://www.babeld.it) in the download section for each product.
- d) The metal structures of all products and the metal table tops are protected by a coat of anti-corrosion primer (or by galvanisation on request) and by polyester powder coating that guarantees perfect protection against atmospheric agents and UV rays under normal climatic conditions according to QUALICOAT ISO 2810. However, slight inhomogeneities of finish between products of different production batches or after long exposure to sunlight may occur. In addition, slight traces may remain on the paint of the table tops due to use, which disappear or fade by cleaning the surfaces with a damp cloth and mild detergent.
- e) Table top materials are suitable for outdoor use. Although the wood is treated for outdoor use, the wood surface may change due to its natural properties.
- f) The Buyer will inspect, upon receipt, the type, quantity and physical condition of the products. Claims for visible defects or missing products will only be

accepted if made in writing as soon as they are discovered, but no later than 14 days after receipt of the products. If a complaint is accepted, the Manufacturer will replace the defective products free of charge, ex works and/or will complete the supply in the case of missing products. In the case of hidden defects, the warranty conditions available on the Manufacturer's website, which form an integral part of these terms and conditions of sale, shall apply. The Buyer shall not have any right to compensation for delays or for any other reason as a consequence of any defects or shortage.

The warranty does not apply if:

- a) products have been modified, tampered with or repaired by third parties who have not received prior authorisation from the Manufacturer.
- b) products are used in particularly hostile environments due to climatic conditions characterised by high humidity rates associated with evaporation of corrosive agents such as chlorine or salts, without the Manufacturer having been informed in advance in writing.
- c) products have been damaged after delivery to the Buyer.

Parts subject to wear and tear [like plastic feet or textiles] are not covered by warranty. The warranty does not apply to defects or damage due to unforeseen events, i.e. accidental circumstances that cannot be attributed to the manufacturing process.

If the Manufacturer acknowledges the defect, it can repair or replace the product. The purchaser shall bear the appropriate packaging and transport costs.

The Manufacturer may terminate the contract and reimburse the purchaser the price [transport costs excluded] if the repair or replacement proves impossible or costs more than the faulty products' invoiced value.

The warranty does not apply to additional costs arising from any work necessary to repair or replace the defective product. This includes costs incurred assembling/disassembling the product or transporting the defective/repaired product, or its disposal or temporary replacement.

The Manufacturer shall not be liable for any material or immaterial damage suffered by the purchaser or third parties due to the defect, such as loss of use, or compensation for loss of earnings resulting from not using the defective products.

The Buyer shall not be entitled to claim any payment deferment, price reduction or termination of the supply contract due to the defects.



This warranty does not replace the Retailer's guarantee, which shall apply under the conditions laid down by the Manufacturer.