Santarcangelo di Romagna, 11/06/2024

***SPECIFIC SCRIGNO GUARANTEE TERMS AND CONDITIONS - COUNTER FRAME FOR POCKET SLIDING DOORS***

In addition to the statutory guarantee, SCRIGNO S.p.A., a UNI EN ISO 9001 certified company, provides the following conventional warranty.

1. Specifically, SCRIGNO S.p.A. provides customers who purchase original SCRIGNO counter frames an additional guarantee, jointly with the statutory guarantee, on both the components of the case and the sliding system:

**Lifetime guarantee** on the following products:

* *Magnifico Fit*
* *Essential*
* *Essential L2*
* *Essential 145*
* *Dual*
* *Trial*
* *Pro*
* *Magnifico*
* *Maestro*
* *Applauso*
* *Granluce*
* *Remix*
* *Pratico*
* *Orbitale*

**20-year guarantee** on the following products

* *Openbox Fit*
* *Openbox*

**10-year guarantee** on the following products

* *Techzero*
* *Scrignotech*

The guarantee covers the metal parts of the counter frame, the sliding hanger kit and the integrity of the aluminium track crosspiece.

The statutory guarantee applies to all products not mentioned.

The rights granted under this guarantee do not compromise but rather supplement the rights granted by law to end consumers under the terms of the Italian Civil Code and/or Articles 128 and following of the Italian Consumer Code (Italian Legislative Decree no. 206 of 6 September 2005), as amended by Italian Legislative Decree no. 170 of 4 November 2021 (implementing EU Directive 2019/771).

1. The guarantee herein only applies to indoor installations.

In the event of use outdoors, the above-mentioned guarantee does not apply.

The guarantee will also not apply in the following cases: installation in atmospheres or places with the presence of corrosive gases, highly aggressive atmospheres, or in the vicinity of rusty ferrous elements or if cleaning liquids that the surface treatment cannot chemically withstand are used, installation in places subject to high solar radiation, condensation, acid rain, saltwater splashes, or other events that have corrosive or modifying effects on materials.

1. To exercise the rights under this guarantee, any defects must be reported, under penalty of forfeiture, within 8 days of delivery of the products to the end purchaser for visible defects and within 8 days of discovery or occurrence of the defect if hidden, by means of a written communication sent by the purchaser to SCRIGNO, at the following e-mail address postvendita@scrignogroup.com, specifying the exact complaint raised, as better specified in the following point 8 "Fault reporting procedure".
2. In addition to the above provisions, the guarantee herein is issued and in effect at the following conditions:
	* 1. the product has been used in compliance with the contents of the technical specifications;
		2. the product has been installed and serviced by qualified staff in compliance with the assembly instructions provided with the same;
		3. the product has been paid for on the deadlines agreed upon contractually;
		4. the product has not been altered and/or has not been subjected to intervention by unauthorised third parties, nor has it been handled or treated with chemical agents or in any other way without the written authorisation of SCRIGNO.

In the absence of the conditions listed above, SCRIGNO will be exempt from any liability and this guarantee will not apply.

1. The guarantee in question is also invalidated, and therefore not applicable, in the following cases:
	* 1. product defects resulting from unforeseen and unpredictable events such as, but not limited to, accidents and/or events of force majeure, vandalism, public disorder, fire, extreme weather events, and in general any other event that excludes the possibility of attributing the defects to the product's manufacturing process;
		2. accidental breakages due to damages or deformations caused by impact or pressure due to transport;
		3. installation carried out without following the manufacturer’s instructions;
		4. materials subject to normal wear and tear due to prolonged use over time;
		5. mechanical components subject to wear;
		6. damage due to construction issues of the building and of the property complex in which the products are installed;
		7. tampering, modifications, customisations, adjustments or repairs to the products and/or their components and accessories, carried out by unauthorised staff;
		8. use of spare parts or accessories that are not compatible with or not approved by SCRIGNO;
		9. improper, negligent and/or otherwise non-compliant use of the products;
		10. in the case of electronic devices, product failures within the nominal failure rate inherent in any electronic device as per the references reported in the related technical documentation.
2. It is understood that, in the cases where this guarantee is applicable, SCRIGNO may decide, at its sole discretion, to intervene by repairing or replacing the product, or parts of it, if they have been found to be actually defective due to a manufacturing defect, within the appropriate time frame required for the restoration intervention. SCRIGNO may repair and/or replace the product with one that is identical or equivalent in terms of performance and aesthetics, compatibly with technological process that has affected the defective product. The restoration intervention will not give rise to any extension or renewal of this conventional guarantee for the parts thus replaced or repaired.
3. It is understood that, by virtue of this guarantee, the intervention carried out by SCRIGNO pursuant to the preceding point 6 is to be considered from now on as fully satisfactory to the purchaser for all pecuniary and non-pecuniary damages suffered and to be suffered, direct and indirect, including, but not limited to: shipping and travel costs, assembly and installation costs on site, any other costs, damage to equipment or property, etc. Specifically, in the case of replacement of the product or individual components, the guarantee will cover only the cost of the products, while in the case of repair, the guarantee will cover the cost of the intervention and the various components that may be replaced. Any liability for damages suffered by the purchaser due to any delay by SCRIGNO in replacing or repairing the product or its defective parts is hereby excluded.
4. Fault reporting procedure:
	* 1. the purchaser must inform SCRIGNO in writing by sending an e-mail to postvendita@scrignogroup.com;
		2. the e-mail must contain the information envisaged in the dedicated form which can be found on the website: [www.scrigno.com](http://www.scrigno.com).

The form must contain:

* + - * code and/or type of product;
			* copy of bill of lading;
			* copy of purchasing receipt/invoice;
			* number of products affected by the defect and/or flaw;
			* place of installation;
			* type of defect;
			* photos/videos of the product found to be non-conforming, where the defect/flaw is clearly visible.

Subsequently, the Seller will send the Buyer the possible authorisation for the return of the disputed material (no other items will be accepted).

After receiving the returned material, where required, and in any case, following verification by SCRIGNO that there is indeed a manufacturing defect covered by this guarantee and that all the conditions of validity of the same are met, SCRIGNO will implement the remedies referred to in the previous clause 6. The non-existence of defects and/or their non-manufacturing origin shall entail the obligation of the Purchaser to reimburse SCRIGNO for the costs incurred.

1. For all disputes relating to the validity, interpretation and implementation of the guarantee herein, the Court of Rimini shall have sole jurisdiction.

 Scrigno S.p.A