

WARRANTY CONDITIONS

1. GENERAL CONDITIONS

1.1. These warranty conditions apply as of 30.6.2014 for offset printing blankets, manufactured by Savatech (Products). If any provision of this warranty conditions would be contrary to any mandatory legal provisions in any particular jurisdiction, such provision shall apply to a maximum extent as provided for by such mandatory legal provisions.

1.2. Products which may be sold by Savatech Print Programme but are not manufactured by it are not covered by this warranty and are sold exclusively with warranties, if any, by their original manufacturer.

2. MANAGEMENT OF THE PRODUCTS

2.1. In order to claim a remedy pursuant to this warranty, purchaser must conform to instructions for management of the Products, available at <http://www.savatech.eu/printing-blanket-quality/manual-instructions.html>.

3. WARRANTY

3.1. Savatech warrants to the purchaser that for the period of twelve months as of delivery of the Products, such Products shall be free from defects in material and workmanship, subject to normal and management of the Products, including, among others, proper storage.

3.2. This warranty shall be in lieu of any other warranties, express or implied, including, but not limited to, any warranty of merchantability of fitness for a particular purpose.

4. EXCLUSION OF WARRANTY

4.1. Warranty shall be excluded in cases where the Products have not been used for the ordinary purpose or have been subject to abnormal conditions such as, but not limited to misuse, mishandling (such as, but not limited to, cuts, tears, vandalism, fire, wilful destruction, improper installation and/or improper maintenance, misapplication), use of unauthorized components or attachments or if adjustments or repairs have been performed by anyone other than Savatech or its authorized agents.

4.2. Warranty shall also be excluded and Savatech shall not be held liable in case of force majeure circumstances, such as, but not limited to:

- war or threat of war, sabotage, insurrection, riots or requisition;
- all laws, restrictions, regulations, by-laws, prohibitions or any other measures by the governmental, parliamentary or local bodies;
- import and export regulations or embargo;
- strikes, lock-outs or other industrial measures or trade disputes (if including Manufacturer's employees or third party);

- difficulties with supply of raw materials, work force, fuel, parts or machinery;
- power blackout, break of machinery.

4.3. Savatech shall not be held liable for any deficiencies in Products manufactured according to drawings, designs, project drafts and/or specifications provided by the Purchaser.

4.4. Ordinary wear and tear is not covered by this warranty.

5. MAKING A WARRANTY CLAIM

5.1. Purchaser is obliged to take delivery of the Products and perform an ordinary inspection of the Product upon delivery.

5.2. Any claim by the purchaser with reference to the Products shall be deemed waived unless submitted in writing to the manufacturer within the earlier of (I) eight days as of the discovery of the defect, or (II) twelve months as of the date of delivery of the Products. Discovery of the defect is deemed to have occurred when a defect could have reasonably been detected by the purchaser.

5.3. Claim must be made on the attached Claim Form, and must be substantiated by adequate evidence, such as pictures... Upon request, Savatech must be allowed to inspect the Product.

5.4. To obtain performance under this warranty, any products suspected of having a manufacturing defect in materials or workmanship shall be returned freight prepaid for inspection to SAVATECH d.o.o., Program Print, Škofjeloška c. 6, 4000 Kranj, Slovenia.

6. REMEDIES

6.1. Savatech shall decide on a claim within forty-five days after receiving a complete documentation pursuant to art 5.

6.2. Providing Savatech acknowledges the claim as justified, it shall, at its discretion, either:

- repair the Products,
- replace those components of the Products which are defective,
- replace the Product, if repair is not possible or reasonable,
- reimburse the consideration for the Product or its components which are defective.

6.3. Whenever Savatech repairs or replaces the Products at its expense or reimburses the purchase price, it shall reimburse the distributor or the Buyer (depending on each case), with a credit note, the same surface freight amount the distributor or the Buyer had when returning the Product to the Manufacturer.

6.4. Remedies pursuant to this article 5 shall constitute the sole and exclusive remedy in the event of a breach of warranty. For the avoidance of doubt, Savatech shall not be liable for any incidental, consequential and/or non-pecuniary damages or damages having a comparable effect.

7. CLOSING PROVISIONS

7.1. No statement or action by Savatech, whether express or implied, other than set forth herein, shall constitute a warranty.