



Terms and conditions of the basic and extended warranty OMAC ITALY

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1. Standard warranty terms and conditions

1.1 General information

- 1) The warranty is provided by OMAC ITALY s.r.l., with its registered office at Via Pizzo Camino 9, 24060 Chiuduno, Italy, registered under VAT number IT04788940163, [hereinafter referred to as the "Warrantor"].
- 2) Within the scope and on the terms provided for in these Warranty Conditions, the Guarantor warrants the proper functioning of the equipment manufactured by the Guarantor, used in an individual household, in accordance with its intended use and the rules of use specified in the user manual, and undertakes to remove free of charge any physical defects resulting from causes inherent in the equipment, which are discovered and reported before the expiry of the warranty period [hereinafter referred to as the "Warranty"].

- 3) The owner of the equipment who has proof of purchase of the equipment is entitled to the Warranty, provided that the seller has correctly filled in the type and serial number of the equipment and the date of sale. The Guarantor is not bound by any changes made without its consent to the content of the General Warranty Terms and Conditions.
- 4) OMAC Italy guarantees that the delivered devices will be free from material, design, and manufacturing defects during the warranty period specified in section 1.3. Amin Power Energy does not provide any warranty other than that specified in the following document and excludes other direct or indirect claims.
- 5) Responsibility for warranty work lies with Amin Power Energy, which reserves the right to assign it, as necessary, to its own employees or to the employees of its commercial representatives.
- 6) Repair services covered by the warranty and commissioned by Amin Power Energy will only be performed by “employees trained by Amin Power Energy” or dealers/sales representatives certified by Amin Power Energy. These employees must be provided with adequate access to the device in compliance with health and safety regulations.
- 7) If defects not covered by the warranty are detected during the repair, e.g. related to wear parts or resulting from negligence, the work/parts not covered by the warranty will be performed/replaced after the customer's order or written request.
- 8) Amin Power Energy performs warranty work/repairs on working days and during standard working hours (i.e., not on weekends and public holidays, between 8:00 a.m. and 4:00 p.m.).
- 9) If a warranty repair is delayed for reasons attributable to the customer, the customer will be charged for the additional time required to complete it. The extension of the repair does not extend the warranty period of the device.
- 10) The duties of “trained employees” include reporting circumstances that adversely affect the operation of the device. These include insufficient servicing, improper working conditions, unstable power supply, and all other factors that interfere with the proper and efficient operation of the device.
- 11) The warranty does not cover liability for the consequences of a defect and other losses, including lost profits, work interruptions, and the costs of renting and delivering replacement equipment.
- 12) Amin Power Energy refuses to accept warranty claims in the event of misuse or failure to comply with the required operating conditions.

- 13) Amin Power Energy will refuse to accept warranty claims if the device and components in the manufacturer's original specifications have been altered or modified in any way. This does not apply to the installation of options and accessories approved by Amin Power Energy.
- 14) If any product or part proves to be unusable or its use is significantly impeded as a result of defective material or workmanship, OMAC Italy undertakes to repair or replace such product/part free of charge.
- 15) The warranty does not cover consumable parts that are subject to normal wear and tear. The warranty does not cover defects resulting from force majeure or fire.
- 16) Amin Power Energy refuses to accept warranty claims if the warranty claim is made after the warranty period has expired or more than 60 days after repair.
- 17) The warranty terms and conditions set out in the following document take precedence over those set out in Amin Power Energy's General Terms and Conditions of Sale.
- 18) Repairs covered by the warranty require the device to be delivered to the address provided by Amin Power Energy.
Upon customer request, it is possible for appropriate personnel to come to the customer's location for warranty repairs.
- 19) OMAC Italy recognizes a rate of EUR 0.70 per kilometer including return trip (maximum 200 km per claim) as the basis for calculating travel costs.
- 20) The warranty for components supplied as part of an accepted claim is limited to the warranty period of the entire device or machine.
- 21) Any changes to Amin Power Energy's warranty terms and conditions related to specific customer requirements must be agreed in advance and signed by the appropriate Amin Power Energy warranty representative.
- 22) Failure to comply with the above obligations may result in the warranty being denied.
- 23) Other terms and conditions agreed with the contractor that modify the warranty terms and conditions are permitted, provided that they are included in the offer or sales invoice.

The guarantee is excluded.

1.2 Inspection during delivery of ordered equipment

Amin Power Energy makes every effort to deliver its equipment without damage. Despite this, you should carefully inspect the equipment upon receipt. If the equipment has been damaged in transit, the sales

representative/customer is obliged to immediately (no later than 24 hours after receipt of the goods) inform the manufacturer Amin Power Energy of the extent of the damage.

If the device was transported by Amin Power Energy, it will claim compensation from the carrier. Otherwise, it is up to the recipient to make claims against the carrier.

If the transportation damage was caused by a carrier that was contracted by Amin Power Energy, appropriate steps must be taken so that Amin Power Energy can take advantage of the carrier's insurance policy. Immediately inform the carrier of the damage and make a note of the damage on the bill of lading.

Then inform Amin Power Energy of the situation and provide it with full information, such as:

- Date and time of receipt of the device
- Date and time the damage was found
- Description of the damage (if possible with photos)
- Order No.
- Copy of the bill of lading.

1.3 Okres trwania gwarancji

The standard warranty period for machines and equipment is 12 months from the date of delivery. It is possible to extend the warranty by purchasing or complying with appropriate service plans.

1.3.1 Zestawienie okresu urządzeń oraz maszyn OMAC Italy

Summary of warranty periods for OMAC Italy equipment and machines

The warranty covers different periods and conditions depending on the model of the equipment or machine and its accessories.

A 12-month warranty applies to components such as: chassis, drive system, tires, drawbar, overrun devices, telescopic masts, LED headlights, electrical system, batteries, frames and housings, tanks, hoses, valves, hydraulic pumps and drives, actuators and lifts, control panels

24-month warranty* applies to components such as: combustion engines, winches, gearboxes, gears

*Failure to comply with the service plans and conditions described by the manufacturer excludes the 24-month warranty period.

1.3.2 Spare parts

Spare parts supplied by Amin Power Energy as part of warranty repairs are covered by a warranty for a period not exceeding 6 months from the date of delivery, as indicated on the invoice.

1.3.3 Extended warranty

It is possible to purchase an extended warranty for up to 5 years, depending on the part covered by the warranty. The terms of such a warranty are subject to compliance with the service plans and the use of original parts and consumables specified by the manufacturer.

1.4 Complaint procedure

In the event of a fault, please contact your local Amin Power Energy representative immediately. Please provide the serial number of the device and describe the problem in detail. The representative will provide further instructions on the repair process.

1.5 Return of components

If components need to be returned, authorization must be obtained from Amin Power Energy. Components must be packaged in accordance with the company's guidelines to avoid damage during transport.

1.6 Combustion engine warranty

Combustion engines are covered by a separate 2-year manufacturer's warranty or 1,500 operating hours (whichever comes first).

The warranty is valid provided that the manufacturer's requirements for use and maintenance have been strictly followed, including strict adherence to service intervals, use of original oils and spare parts, and use of service technicians certified by Amin Power Energy or by the manufacturer's authorized service center.

Diesel engines may have a manufacturer's warranty longer than 2 years – with the possibility of extension up to 5 years from the date of purchase, depending on the model selected and compliance with the manufacturer's warranty conditions for the engine in question.

In the event of an engine malfunction, contact your nearest authorized Honda, Kohler/Lombardini/Rehko, Perkins, or Yanmar distributor.

1.7 Warranty on hydraulic components

Hydraulic pumps and drives are covered by a one-year manufacturer's warranty. In case of any problems with the generator's operation, please contact an Amin Power Energy representative or OMAC Italy directly.

Amin Power Energy recommends using original or Amin Power Energy-approved parts and having service work performed by mechanics trained and certified by Amin Power Energy.

1.8 Elementy wyłączone z gwarancji

- 1) Accessories and equipment supplied by Amin Power Energy but manufactured by other companies, including (but not limited to) tires, batteries, starters, alternators, generators, transmissions, and hydraulic systems, are covered by the OMAC Italy manufacturer's warranty, which Amin Power Energy legally transfers to the first user;
- 2) The warranty is granted on condition that the manufacturer's requirements for use and servicing have been strictly adhered to, including strict adherence to service intervals and the use of original oils and spare parts. The device must be serviced by an authorized representative of Amin Power Energy;
- 3) Standard parts and maintenance activities (including air, fuel, and oil filters, fuses, drive belts) are not covered by the warranty unless the defect was caused by a design or manufacturing defect;
- 4) Normal wear parts such as rings, bearings, shafts (including diamond shafts), rollers, chains, guides, drive belts, and keys – moving parts that are subject to constant wear are not covered by this warranty unless material or manufacturing defects are detected;
- 5) Damage caused by external factors such as fire, flood, or other natural disasters;
- 6) Defects resulting from mechanical, thermal, or chemical damage, as well as damage caused by external forces (lightning strikes, power surges), corrosion, or operation of the equipment in conditions of constant moisture or flooding;
- 7) Glass and plastic components, all types of discoloration, chips, dents, and other cosmetic defects;
- 8) Normal wear and tear of parts;
- 9) Service work performed by unauthorized personnel (employees with no experience in servicing construction machinery) and unauthorized modifications and alterations.

2. Obligations of the warranty owner

2.1 Obligations of the warranty owner

The warranty owner is obliged to:

- Comply with the warranty terms and conditions
- Regularly service the device in accordance with OMAC Italy guidelines
- Report any faults immediately after they are detected

2.2 Obligations of the service partner

The Amin Power Energy service partner is obliged to:

- Perform inspections and repairs in accordance with the manufacturer's guidelines
- Use only original parts and consumables approved by the manufacturer OMAC Italy
- Document all service work and submit reports to Amin Power Energy

THE MAXIMUM TOTAL AMOUNT PAYABLE FOR LABOR DURING THE WARRANTY PERIOD SHALL NOT EXCEED 5% (FIVE PERCENT) OF THE PURCHASE COST INCURRED BY THE PURCHASER

3. Loss of manufacturer's warranty:

The warranty shall be void in the following cases:

- 1) Damage to the product during transport.
- 2) Damage resulting from improper use of the product in relation to the technical characteristics imposed by the manufacturer.
- 3) Use of the product on devices or tools that do not comply with the specifications set by the manufacturer.
- 4) Inappropriate or improper use of the product in relation to its intended use.
- 5) Failure to perform the required daily or periodic maintenance or failure to take preventive measures to secure the product during downtime.
- 6) Damage resulting from accidents, fire, mishaps, negligence, and any other causes that are not the direct cause of damage to the original product.
- 7) Damage resulting from modifications, alterations, repairs, or replacement of parts by unauthorized personnel.
- 8) Damage resulting from the use of non-original parts, components, and/or equipment.
- 9) Damage resulting from failure to follow the instructions and/or recommendations specified in the user manual and maintenance manual or specified in any other specifications provided by the manufacturer to ensure proper installation and repair of the product.
- 10) Aggravation of damage resulting from the customer's continued use of the product after the damage has been detected.
- 11) Failure by the customer to meet payment deadlines.
- 12) Exceeding the deadline for reporting damage by the customer (more than 15 days).

4. Statutory rights

The Amin Power Energy warranty terms and conditions do not exclude, limit, or suspend the buyer's rights arising from non-compliance of the goods with the contract.