



## MONZATECH SRL – OFFICIAL WARRANTY TERMS AND CONDITIONS

### 1. Subject of the Warranty

This document governs the warranty conditions applicable to products in the Intelligent Engine Cooling (IEC) and Smart Cooling System (SCS) lines marketed by MonzaTech S.r.l.

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### 2. Legal guarantee of conformity, seller's liability, limitation period

**2.1** The Seller declares, in relation to the condition of the product at the time of delivery and its conformity with the sales contract - Art. 129 of Legislative Decree 206/2005 - that:

- a) the product will correspond to the description, type, quantity and quality as provided for in the sales contract;
- b) the product will possess the qualities and other characteristics, including in terms of functionality and safety, normally found in goods of the same type and which the Purchaser can reasonably expect, taking into account the nature of the goods.

**2.2** In accordance with Article 133 of Legislative Decree 206/2005, the Seller is liable to the Purchaser, who is a consumer, for any lack of conformity existing at the time of delivery of the Product and which becomes apparent within two years of that time.

**2.3** Any lack of conformity resulting from incorrect installation of the Product shall be considered a lack of conformity of the goods if:

- i. the installation is provided for in the sales contract and was carried out by the Seller or under its responsibility; or
- ii. the installation, to be carried out at the Buyer's expense, was carried out by the Buyer and the incorrect installation is due to deficiencies in the installation instructions provided by the Seller or, for goods with digital elements, provided by the Seller or the supplier of the digital content or digital service.

**2.4** The Buyer's action to assert defects not maliciously concealed by the Seller shall be time-barred within twenty-six months of delivery of the product.

**2.5** The legal guarantee of conformity shall not apply if:

- a) the defect/lack of conformity became apparent after 12 (twelve) months from delivery of the product;
- b) the Purchaser has not reported the defect/lack of conformity to the Seller within eight days of discovery if they are a legal entity or natural person who does not have the status of consumer pursuant to Article 3 of Legislative Decree 206/2005;



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- c) the Purchaser has not complied with the technical requirements regarding the use and minimum maintenance of the Product;
- d) the defects and/or faults are the result of negligence, improper use, repair and/or maintenance carried out with non-original spare parts or parts of non-equivalent quality.

**2.6** If the Seller ascertains the existence of the lack of conformity reported by the Purchaser, the latter shall be entitled to the remedies referred to in Article 135 bis of Legislative Decree 206/2005, namely the restoration of the Product's conformity at no cost, through repair or replacement, or an appropriate price reduction or termination of the contract.

**2.7** The choice between repair, replacement or price reduction is always possible, unless such remedy is objectively impossible or excessively burdensome for the Seller compared to the other. The chosen remedy must be carried out within a reasonable period of time from the moment the Seller is informed by the Buyer of the lack of conformity.

**2.8** All costs necessary to restore conformity, including, but not limited to, shipping, labour and materials, shall be borne in full by MonzaTech.

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### 3. Standard warranty

**3.1** Without prejudice to the provisions of the previous articles, MonzaTech offers an additional, free standard warranty lasting:

- i. 24 months for consumer customers (B2C);
- ii. 12 months for professional customers (B2B).

**3.2** The standard warranty covers only manufacturing and/or conformity defects and does not replace or limit the legal warranty of conformity.

**3.3** For customers residing in countries outside the European Union, the legal warranty of conformity does not apply. In such cases, MonzaTech offers only the standard commercial warranty, under the conditions set out below, unless otherwise agreed in writing:

- i. the customer bears the costs of shipping the product to MonzaTech's headquarters in Italy;
- ii. MonzaTech bears the costs of repairing or replacing the defective product, if it is a manufacturing or material defect and subject to the limitations set out in Article 2.5, and the costs of returning the repaired or replaced product to the customer.

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### 4. Optional extension of the standard warranty

**4.1** Customers who register the purchased product within 30 days of the date of purchase on the official MonzaTech website in the appropriate section Warranty > Product Registration will benefit from a free extension of the standard warranty of 6 (six) months.



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## **5. Assistance procedure**

**5.1** The warranty procedure and related requests for assistance must be sent to [info@monzatech.com](mailto:info@monzatech.com), indicating and attaching all the documents indicated therein, such as, for example, proof of purchase, payment receipt, serial number and description of the problem, or via the appropriate form available in the Warranty > Warranty Activation section of the official MonzaTech website.