

## 1. Purpose

The following document specifies the conditions of the **Conventional Warranty** for the benefit of the consumer who buys the products of Extraflame S.p.A.

## 2. Conventional warranty

Extraflame S.p.A, located in Via dell'Artigianato civ.12 - 36030 Montecchio Precalcino (VI) – Italy, is a company that produces or markets biomass products with the brand name:

- Extraflame
- Marocchi

and has provided for the consumer who has purchased the products of the aforementioned trademarks, a Conventional Warranty, in compliance with the provisions of art. 133 of the Consumer Code.

For the private consumer, the duration of the conventional warranty is **24 months** from the date of purchase, while, for purchases in commercial, entrepreneurial or professional activities, the duration of the conventional warranty is limited to **12 months** from the date of purchase. It is granted free of charge.

The conventional warranty offered by Extraflame S.p.A. does not affect the consumer's rights under the law, including the rights that can be exercised by the private consumer toward the seller under the 24-month legal warranty in accordance with Article 128 of the Consumer Code ("Legal Warranty").

The consumer will therefore have the option to assert the rights due under the Legal Warranty, toward his or her direct dealer in the times and in the manner provided.

## 3. Applicability

This Warranty is applicable only if the purchase of the product is proven by a suitable tax-valid purchase and sale document that allows the identification of the product (e.g. receipt, invoice, transport document, etc...) and the date of purchase or delivery.

The document proving the purchase must necessarily be presented during any technical intervention.

## 4. Warranty terms

Extraflame S.p.A., without prejudice to the exclusions indicated below, provides the consumer with the protection of the Conventional Warranty as highlighted below.

Any repair or replacement of the equipment's components does not extend the period of the duration of the Conventional Warranty (both of the machine and of the replaced component) which will continue, in any case, to operate until the expiry of the **12 months** or **24 months** (depending on the buyer) from the date of purchase of the product as provided for in this document.

After the warranty period, any required assistance will be carried out by charging the replaced parts, as well as the costs of labour and transport, according to the prices applied by the service centre.

## 5. Validity and Forfeiture of the Conventional Warranty

### 5.1. Validity

In order for the Conventional Warranty to be considered valid during the indicated period, it is necessary that:

- The serial number on the product is in no way cancelled or made unreadable.
- The product has been installed in a workmanlike fashion, that is, in scrupulous compliance with the indications reported in the product manual and the current national, regional and local regulations;
- The installation is carried out exclusively by qualified personnel, employee or owner of companies fully authorised in accordance to national regulations.

- The consumer is in possession of the appropriate and valid declaration of conformity issued by the installer for the system;
- The use and maintenance of the device is carried out by scrupulously observing the installation and use manual supplied;
- Ordinary and extraordinary maintenance of the product is carried out by an authorised technician or qualified personnel, as required by the current standard and/or by the manufacturer's indications;
- The product is used correctly in a manner appropriate to the purpose of use.

## 5.2. Forfeiture

Extraflame S.p.A. products are developed, certified and approved to operate in the provided power values; these values are shown in the supplied documents. Any use continuously at maximum or minimum power and for long periods of time is not suitable for regular operation of the product. This is an inadequate use of the product that shall cause the terms of the warranty to lapse;

Intervention on the product by subjects other than Extraflame S.p.A. and/or Service Centres not authorised by the same company, as well as modification/tampering with the product, will result in the forfeiture of the Conventional Warranty;

No warranty shall apply in the event of damage caused by carelessness, use or installation that does not comply with the instructions provided or with the rules of law, tampering, modifications of the product or serial number, or in case of damage due to accidental causes or negligence of the user with particular reference to external parts.

## 6. Exclusion of Warranty

The Conventional Warranty does not cover damage that has taken place during transport or aesthetic non-conformities such as these are not reported to Extraflame S.p.A. by the official retailer within 8 days from the date of receipt of the product itself.

In addition, this Conventional Warranty is excluded in case of:

### 6.1. External causes

- connections of the device to voltages or frequencies other than those indicated;
- changes/surges at the mains voltage, inductive/electrostatic discharges or those caused by lightning;
- infiltration of liquids;
- fires whose origin is external to the product;
- accidental bumps or blows to the device (e.g. scratches, dents, accidental breaks, etc...)
- surface stains or stains on the stone coatings (e.g. inappropriate use of detergents, grease, fingerprints, etc...)
- any other cause due to external phenomena not adducible to the product.

### 6.2. Parts subject to wear and tear

Parts that, as a result of normal use, are subject to wear and tear such as:

- Glass and coatings that make up the aesthetic parts (e.g. painted, chromed, majolica, details, etc...)
- seals;
- cast iron grilles;
- handles and/or knobs;
- lamps and/or indicator lights;
- all parts that can be removed from the hearth or hob;
- braziers, flame compartments, refractory materials (e.g. Nordiker, Extra-ker, etc...).

### 6.3. Malfunctions and deterioration

Given that:

- the terms of the Conventional Warranty do not include malfunctions of the product that are not objectively attributable to a possible original or manufacturing defect of the product;

and considering that:

- For the operation of all Extraflame S.p.A. products, installation and connection to a system is required, from the evacuation of fumes to any required hydraulic and/or electrical system;

where the product is connected to hydraulic systems, the Conventional Warranty does not cover any:

- corrosion and/or build-up, oxidation, rust;
- breakage caused by stray, condensed currents;
- aggression or acidity of the water;
- improperly performed limescale treatments;
- lack of water;
- deposits of sludge or limescale.

In this regard, Extraflame S.p.A. recommends in the winter season, in case of non-use of the system, to completely empty the hydraulic system or protect it with adequate protective additive (glycol or equivalent) to avoid phenomena of freezing of the water and the breakage of the pump and /or other hydraulic parts.

In the summer season, and especially in particularly brackish and/or humid areas, it recommends protecting metal parts from atmospheric corrosion (rust) by isolating the product with respect to the flue to avoid air inflows or by providing adequate internal protection (e.g. use of dehydrating salts).

#### **IMPORTANT:**

The Conventional Warranty does not cover any malfunctions generated to the product due to installations and systems with design or systemic errors, without prejudice to the forfeiture of any type of warranty in the case of installations not in accordance with the law.

Periodic checks, software updates, modification of the settings, periodic maintenance, first ignition of the device, plant or sizing consultancy are also not covered by the Conventional Warranty.

This Conventional Warranty does not cover damage that may be caused by an inappropriate use of the product and/or any refunds for masonry works necessary for the possible restoration of the product.

Extraflame S.p.A. also informs that:

- the possible presence of creaks of the structure during the phases of ignition, shutdown and operation of the product do not constitute flaws and/or defects, being normal noises of metal settling due to thermal expansions;
- in the first ~72÷96 hours of operation, the paints used on the product, due to working temperatures, can have the evaporation of their organic part, causing unpleasant odours;
- in the event of incorrect sizing or calculation of the thermal requirements, the resulting insufficient heating capacity does not constitute flaw and/or defect of the product nor responsibility of Extraflame S.p.A.;
- in cases of exclusion or forfeiture of the Conventional Warranty, any technical interventions cannot in any way be considered as being under warranty and their cost will be charged to the requesting party according to the rates provided for;
- This Conventional Warranty excludes chromatic variations of painted, ceramic and stone parts, as well as fissures and veins of the ceramics and stone, as they are considered natural characteristics of the material and of the use of the product;

Extraflame S.p.A. disclaims all responsibility for any damage that may, directly or indirectly, be incurred by persons, animals or things as a result of non-compliance with all the requirements indicated in the use and installation manual, especially with regard to warnings regarding safety, installation, use and maintenance of the device itself.

## 7. Covered by the Warranty

Given that the conditions of operation of the Conventional Warranty described above and without prejudice to the exclusions indicated during the period of validity, in the event that the lack of conformity of the goods due to possible manufacturing defects is ascertained and recognised, Extraflame S.p.A. undertakes to eliminate the defect through the repair or replacement of the single defective component or of the entire product at its own expense and without charge to the user customer.

### 7.1. Product replacement

The replacement of the equipment can take place only in the event that the execution of technical repair activities is objectively impossible to implement or in cases where the cost of repair is excessively onerous compared to the complete replacement.

For the purposes of the operation of this Conventional Warranty, the replacement of the equipment must be considered excessively expensive if it imposes higher costs than the repair. That is, taking into account the value of the product, the extent of any lack of conformity and that the remedy can be implemented.

In case of replacement, the non-compliant product must be returned in the original packaging, complete with all accessories and returned intact to the company premises or those of the retailer.

#### **IMPORTANT:**

Extraflame S.p.A. does not manage direct retail sales relationships with consumers.

In the event that Extraflame S.p.A. does not consider replacing or repairing the defective product but intends to proceed with the refund, the amount paid will be at most what the retailer claims for the purchase from Extraflame S.p.A.

It will therefore be up to the retailer, who has sold to his customer, in compliance with the supply chain, to make the refund as a reversal of the invoice issued for sale with the consumer.

## 8. Consumer rights

Consumer law is always exercised toward the retailer. It will then be the retailer who will act toward the actual party responsible, be it the manufacturer or any other entity in the supply chain of the product.

## 9. Consumer responsibility

**THE CONSUMER IS RECOMMENDED TO PAY THE UTMOST ATTENTION TO COMPLIANCE WITH ALL THE REQUIREMENTS INDICATED IN THE INSTRUCTION BOOKLET AND CONCERNING, BUT NOT LIMITED TO, WARNINGS FOR THE INSTALLATION AND/OR USE AND/OR MAINTENANCE OF THE PRODUCT.**

Extraflame S.p.A. recommends that the consumer always perform the operational test of the product before completing the installation with the related finishes (coatings, paintings, etc...), in particular for fireplaces generally including hearths, inserts, hubs and stoves.

With reference to Art. no. 132 of the Consumer Code, it is known that any lack of conformity tends to occur within the first six months of use of the product. Otherwise, should a possible lack of conformity be reported from the seventh month onwards, it is up to the consumer to prove that the defect was present from the start.

## 10. Territorial limitation of the warranty

The Conventional Warranty must be as understood limited to the Italian territory and to those territories within the European Community covered by the service of authorised technical assistance centres (check on the website [www.lanordica-extraflame.com](http://www.lanordica-extraflame.com)). If the territory is not covered by the service of technical assistance centres, it is necessary to contact exclusively the Company from which the product was purchased,

The Conventional Warranty must also be understood to be delimited territorially to the State of residence and/or domicile of the retailer who sells it to the end user, the Conventional Warranty lapses if the retailer sells the product in a country other than that of residence and/or domicile.

## 11. Disputes

The law applicable to this Conventional Warranty is the Italian one, including the Consumer Code.

Any dispute which may arise between the parties will be entrusted exclusively to the territorial jurisdiction of the Court of Vicenza.

## 12. What to do in case of anomalies

For easier and more effective troubleshooting, Nordica S.p.A. recommends that all consumers who detect any problems on the product first consult the instruction booklet, so as to ensure that the anomaly can be solved with the correct application of the intended functions of the product itself.

The consumer will then be able to ascertain whether the anomaly falls within the type of anomalies covered by the warranty; otherwise, the cost of a technician's intervention will be entirely borne by the consumer.

When you need to request the intervention of the Technical Assistance Centre at the Authorised Assistance Centre, always remember to provide:

- An accurate description of the anomalous phenomenon;
- The model of your device + code and serial number;
- The full address of the installation site;
- A phone number in order to be contacted.

## 13. Further information

Extraflame S.p.A., in the event it finds the need to do so, reserves the right to make changes to these Conventional Warranty conditions at any time and without notice.

The end user is therefore invited to visit the [www.lanordica-extraflame.com](http://www.lanordica-extraflame.com) website to check for any variations that change the specifications contained in this document, or to have further information about the product.