
WARRANTY TERMS AND CONDITIONS OF THE MANUFACTURER

Art.1 Premise

1. These general conditions of sales apply to all supplies of goods and / or services of any kind made by the company WLP Systems Srl (hereafter simply WLP).
2. Any special conditions and derogations or changes to these terms and conditions shall only be valid if agreed in writing between WLP and the purchaser (hereafter simply CUSTOMER).
3. Possible written and / or oral commitment made by agents, distributors and / or external collaborators of WLP are not binding for the latter if not expressly confirmed through any documents duly approved and signed by WLP.
4. The WLP SYSTEMS SRL guarantees that its products are free from defects in materials and manufacturing for a period of TWO years from the date of shipment, under normal conditions of use and maintenance.

Art.2 Claims and product returns

1. On receipt of the products, the CUSTOMER must check immediately the conditions and conformity of the products.
2. All claims concerning the conformity of products as per purchase order, including those referring to quantity and / or appearance must be made in writing and communicated to WLP upon receipt of the goods, no later than 8 (eight) days from the receipt.
3. In any case, the return of products from the CUSTOMER requires the written authorization of WLP letting it be understood as it is that in the absence of an agreement in that sense the returned products will be kept available for the CUSTOMER at his own risk and danger with freight charges, storage and maintenance costs at the CUSTOMER's expenses. In any case, the return of products from WLP to the CUSTOMER will be carried out at risk, danger and expense of the CUSTOMER. The receiver of the goods is required to report any faults and / or defects within EIGHT days from discovery of the same otherwise the guarantee shall be invalid.
4. The warranty is extended only to the original owner of the equipment and is limited to repair or replacement (at discretion of the manufacturer) at any of its authorized service centres of any part or parts which have been returned to the manufacturer by the service centre and which, after inspection of the manufacturer, actually prove to be defective. The repair or replacement of any component will not extend or renew the term of the warranty period.
5. The manufacturer neither assumes nor authorizes any other person to assume on his behalf any other obligation or liability except for those in this document.
6. The manufacturer shall not be liable and will not take on any responsibility or obligation, contractual or fraudulent (including negligence), for other expenses, damages and direct or indirect losses, for any special or consequential damages, including damages or injuries caused to equipment, to its contents, to the shipped goods or to people or arising from the use or inability to use the equipment in whole or in part due to the installation of any WLP products or to mechanical defects.

Art.3 Management of returned products

1. Any defect found in shipments must be reported within 8 days from receipt of goods.
2. All promotion products are excluded from the right to return.
3. WLP will check the request and issue the relative RMA number.
4. The return products must be received at the WLP warehouse carriage paid no later than 10 days from the date of issuance of the RMA number.
5. Any unauthorized return product will be rejected or, if accepted by the warehouse, shall remain property of the customer, at his disposal and will not be covered by any insurance.
6. The credit for the returned goods will be made on the basis of the current price list; in case of price increase, the goods will be credited to the purchase price. The products that are no longer on the price list, for which WLP reserves the right to accept or refuse its return, will be credited to a value equal to 10% of the purchase price.

Art.4 Services supplied to owners of WLP Systems Srl products.

Spare parts

1. Any spare part of a good which is repaired or replaced under the warranty terms of the manufacturer will be installed for the owner free of charge by any authorized service centre of WLP SYSTEMS SRL as far as materials are concerned.
2. Warranty services will be fulfilled only in the building of a WLP SYSTEMS SRL service centre during normal working hours and will not include overtime, special routes, or other additional charges.

Service identification

3. The certificate of installation or start-up presented to any WLP SYSTEMS SRL service centre entitles the original owner to receive the warranty services mentioned above. If the sheet of registration is blank and the owner is not able to establish the start-up date, the service centre is not authorized to carry out warranty service free of charge. If the invoice is issued and presented, the owner must submit the invoice, together with evidence of payment, to the dealer from whom the unit had been purchased for possibly validate it with the Manufacturer.

AN EXTENDED WARRANTY ON SOME MODELS AND COMPONENTS WILL BE SHOWN ON A LABEL APPLIED DIRECTLY ON THE UNIT OR IT WILL BE THOROUGHLY DESCRIBED IN THE WARRANTY SHEET OF THE SELLER.

Art.5 EXCLUSIONS

The warranty obligations of WLP SYSTEMS SRL mentioned in the previous paragraph are not valid in the following cases:

1. Installation which does not comply with the regulations reported in the instruction and maintenance manual
2. installation in a different place from the original (disassembly and assembly on another device or modifications to the frames)
3. electric connections which are wrong or non-conforming to the effective regulations: lack of protection on the supply electrical lines, lack of ground-lines, unsuitable cable section, etc.
4. start-up carried out by a non-authorized WLP SYSTEMS SRL technician
5. carelessness, negligence or improper or different use of the product as referred to in the users' or operators' manuals
6. unauthorized modifications or alteration to the product
7. use of WLP SYSTEMS SRL non-original spare parts

The warranty does not cover operations, even if requested before the expiration date of the same, due to damages and faults arising from the following causes:

1. shipment
2. insufficient or improper maintenance, especially for groups with diesel motor.

Before proceeding with the repair, it is necessary to attach a copy of the instruction and maintenance manual to the warranty request, where all oil and filter changes are indicated at the set time interval.

1. The lack of even a single servicing voids the warranty.
2. Dirty filters
3. Damages caused by third parties
4. Accidents to the device on which the product has been installed or transported
5. Imprudence, negligence, incompetence of use by the receiver or any third party
6. Repairs or alterations of the product which have been carried out outside the manufacturer's plant in such a way that, in the opinion of the latter, it has been affected in its stability
7. Unforeseen and extraordinary events (brownout, irregular power supply, events and natural disasters, riots in the streets, etc).

The operations required for defects which are not attributable to the product manufacturing will be entirely borne by the receiver.

In addition to that, electrical materials and consumables such as fuses, lamps, belts, oil, oil filters, and diesel oil, brushes of the servoactuators, etc.. and normal maintenance are not covered by the warranty.

THIS WARRANTY SUBSTITUTES AND EXCLUDES ALL WARRANTIES OF MERCHANTABILITY OR OF SUITABILITY FOR A SPECIFIC PURPOSE OR ANY OTHER WARRANTY OR QUALITY EITHER EXPRESS OR IMPLIED AND ANY OTHER OBLIGATION OR LIABILITY OF THE MANUFACTURER.

THE DECISION OF THE MANUFACTURER ON ANY MATTERS RELEVANT TO THE APPLICATION OR PURPOSE OF THIS WARRANTY SHALL BE FINAL AND DEFINITIVE.

Art.6 Warranty

1. WLP guarantees the products distributed exclusively for defects resulting from: welding, metal cracks, breakage of electric motors.
2. The above warranty will be valid for 24 months (months) or 2000 (two thousand) working hours from the date of shipment of the product by WLP if not otherwise stated in the WLP price list in force at the date of order confirmation. In any case it is understood that the guarantees referred to in section 6.1 do not become valid if the CUSTOMER has failed to make the complaint in writing under the terms and forms described in section 2.2.
3. In order to avoid the termination of the warranty right, the CUSTOMER must deliver the products to WLP properly packed, complete in every part and accessory and they must not have been subjected to any tampering or damage which are not caused by a manufacturing defect.

Art.7 Patents, trademarks, brands, software

1. The CUSTOMER expressly acknowledges that the name of WLP, its graphic design and the know-how relating to the products supplied are covered by intellectual and industrial property of WLP.
2. The CUSTOMER shall not in any circumstances without the prior written authorization of WLP, use, delete, remove any indication related to patents, trademarks or trade names of origin affixed by WLP on the products supplied.
3. It is expressly forbidden for the CUSTOMER to copy the software supplied and / or made available by WLP without the prior written authorization of the latter.

Art.8 Jurisdiction

1. Any disputes arising from the present General Conditions and/or from orders carried out under the same are subjected to the exclusively sole jurisdiction of the Court of Trento.

Art.9 Validity

2. The conditions contained in this document may be changed without notice and will be valid from the date of publication on the website www.wlpdust.com.