

WARRANTY, LIMITATIONS OF LIABILITY, RETURNS

Bonomi North America, Inc. warrants that its products shipped to its initial purchaser will be free of all defects in material and workmanship for a period of one year from the date of delivery.

Should any failure to conform to this warranty appear before the one year delivery period, and the product[s] are stored, installed, and maintained in accordance with the published Bonomi North America literature recommendations and standard industry practice, Bonomi North America, Inc. will repair or replace the product at its own expense.

The correction of non-conformities in the time period mentioned above shall constitute fulfillment of all Bonomi North America, Inc. liabilities to its initial purchaser.

Bonomi North America, Inc. shall not be liable for consequential damages to loss of other equipment or property, loss profits or revenue, except the price of the Bonomi North America goods to which this liability is referred.

The customer is expected to check the received goods upon arrival at its premises. Any evident damage to the product or severe damage to its packaging that could affect the functionality of the received item should be reported immediately and no later than 10 days after delivery, preferably with pictures, to sales@bonominorthamerica.com. This includes reporting any incorrect product and/or incorrect quantities.

The customer must obtain an RMA (return of materials authorization) from the Inside Sales Department prior to returning any items. The request for RMA should include part number, quantity, and customer's purchase order or invoice number with which the product was originally shipped.

The purchase of interim replacement item(s) does not relieve the customer of financial responsibility of the returned items. All returned items will be inspected, tested, and evaluated. The results of this process will always dictate the follow-up action. All returns must come from the initial purchaser and should not ship directly from the contractor or end-user to Bonomi North America.

If a returned product is confirmed defective, with the above mentioned warranty conditions, Bonomi North America, Inc. has a first duty of repairing the product, if possible. Should a repair not be possible then the next option should be a replacement or a credit.

No credit will be issued for returned products that have been clearly misused, installed incorrectly, manipulated, modified, damaged at the customer's premises or during the return shipment. However, if the product can be properly repaired at a reasonable cost, Bonomi North America, Inc. will offer the repair option to the customer.

If the purpose of the RMA is to return items ordered in error or items that were not able to be utilized, then these returns will be subject to a restock fee. The standard restock fee for manually operated valves is 20% while automated packages and items requiring partial/full disassembly and testing when returning will be subject to a 30% restocking fee.

These items must return in new/unused and in resellable condition in order to qualify for credit. Preventing damage to returning merchandise during the shipping process will be the sole responsibility of the customer. It is recommended that new packing materials be used when returning goods as the packing materials used to ship from our business is intended for single use only.

If the returning merchandise comprises all or the majority of the cost of the original PO under which it was ordered and where there was free freight granted, then Bonomi North America, Inc. may ask to recoup some or all of the original freight cost, deducting this amount from the final credit.

Likewise, if the returning merchandise comprises all of a PO that originally shipped via a prepay-and-add method then Bonomi North America, Inc. will deduct this freight amount from the final credit, should the invoice be open at the time of crediting.

Even in the above mentioned cases, the return of non-defective customized products such as assembled packages of valves and actuators and/or of orders supplied more than 2 months before and/or exceeding the value of \$1,500, will be at the discretion of Bonomi North America and, if accepted, may result in significantly higher restocking fees, depending on the amount of labor involved in disassembling, refurbishing, testing, and restocking the individual components.