

***Tatano
Standard
Warranty***

TATANO
renewable energies



Premise

This conventional Tatano warranty does not replace or limit the Legal Guarantee of conformity that the Seller is obliged to acknowledge to the User (reference to the Consumer Code issued with Legislative Decree 6 September 2005, N. 206 and subsequent amendments). Therefore, the User who makes use of the Conventional Guarantee is in any case without prejudice to all the rights in its favor established by the Legal Guarantee. Tatano s.n.c. reserves the unquestionable right to invalidate the present Conventional Warranty at any time if this is not formally provided for and included in the commercial agreements between the Seller and Tatano s.n.c.; in this case, the User can certainly refer to the Legal Warranty of conformity which must always be acknowledged by the final Seller of the goods.

1 Object of the Warranty

- 1.1 Tatano S.n.c. (also called the “Manufacturer” or “Tatano”) guarantees that the product marketed under the Tatano brand, subject of this Conventional Warranty (the “Product”) is free from original defects due to its design and / or manufacture (the “Defects” “”).
 - 1.2 If the presence of Product Defects is verified, the User will be entitled to the free repair or replace the defective parts, or, where necessary, to replace the Product, if the above remedies prove impossible or excessively burdensome.
 - 1.3 Tatano S.n.c. it will fulfill the obligations covered by the Guarantee through the Tatano Authorized Technical Service (the “STA”) that has performed the First Ignition (or, in the case of impossibility of these by the different STA communicated by the Manufacturer). He will carry out the intervention during normal working hours and will complete it taking into account the necessary technical times and the circumstances of the case. The names of the Tatano STA are available at www.tatano.com or by contacting the Customer Support.
 - 1.4 The aforementioned interventions are carried out free of charge, without prejudice to the provisions of the following article 7.2
 - 1.5 In case of replacement of the Product or of one of its components, the Product itself, or its replaced component, must be returned to Tatano S.n.c which will reacquire its ownership.
 - 1.6 This Warranty does not affect the rights and actions recognized by Legislative Decree 6.9.2005 n. 206 and subsequent amendments and additions (the “Consumer Code”) in the event that the User is qualified as a “consumer”.
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2 Territorial extension of the Warranty

2.1 This Warranty is valid for products sold in the following States: Italy, the Republic of S. Marino and the Vatican State.

3 Operation and effectiveness of the Warranty

3.1 The activities covered by the Warranty will be provided by Tatano S.n.c. only and exclusively on condition that the machine is operated by STA Tatano (or, in the case of impossibility, by the different STA communicated by the manufacturer) and will be effective from the date of commissioning, shown in the appropriate box of this Warranty.

3.2 The first ignition must be requested after installation (including hydraulic and electrical connections and filling of the system) and includes only the following operations:

- (i) electrical wiring control,
- (ii) control of hydraulic connections,
- (iii) possible verification of the fuel flow ratee,
- (iv) commissioning and verification of correct operation of the applianceo
- (v) verification of certification documents of the system.

3.3 The Commissioning does not include the following interventions: on the hydraulic system, on the electrical system, on the fumes evacuation ducts, on the accessories not supplied by Tatano, on combustion analysis and on the functioning tests of the system. At the end of commissioning, the STA must fill in the space provided for in this warranty attesting the operations performed. To take advantage of the Warranty, in case of manifestation of defect, the User must keep a copy of the present Warranty and show it to the STA Tatano who performed the Commissioning (or, in the case of impossibility of these, by the different STA communicated by the Manufacturer) together with the invoice and / or other regular tax document, issued at the time of purchase.

3.4 In any case, the Commissioning only concerns the Product and cannot in any way be assimilated to the testing of the systems that the law reserves to installers and / or maintenance technicians enabled for the specific function.

3.5 The Warranty is operative also in case:

- (i) that the instructions and warnings for use and maintenance contained in the installation, use and maintenance manual provided by the Manufacturer accompanying the Product are observed, in order to allow the most correct use,
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- (ii) that the installation of the Product is carried out in compliance with the laws in force and has been issued by the regular installer certification of the plant,
- (iii) that the installation of the Product has been carried out in such a way as to allow accessibility of the same according to its characteristics.

3.6 The Warranty does not work if the sale price of the Product has not been fully paid.

4 Warranty duration

4.1 The Warranty will have the following duration:

- if the user is a physical person acting for purposes unrelated to the business, commercial, craft or professional activity that may be carried out: 2 (two) years from the date the Product is put into operation.

4.2 For defects found in the products listed below, the Warranty has the following validity:

- for all models of biomass boilers: 2 years warranty
- for solar panels, boilers and storage tanks combined with boilers and solar thermal panels: 5 years warranty

4.3 The replacement or repair of the entire Product or of one of its components does not extend the duration of the Guarantee which remains unchanged.

4.4 The Guarantee does not operate after 3 (three) years from the invoice date by Riello Spa to the first purchaser.

5 Obligation of denunciation and termination of decadence

5.1 The user must report, under penalty of forfeiture, the defect of the Product within 2 (two) months from the date of its discovery. If the user is a legal or physical person acting in the context of his business activity (professional user), the Product defect must be reported, under penalty of forfeiture, within 8 days from the date of acknowledgment of the same.

6 Method of delivery of the technical assistance service

- 6.1 In case of a call by the User, the STA is required to act within a reasonable period, except in cases of force majeure; the time of the intervention is usually determined not only by the chronological order of the call, but also by the criticality of the reported malfunction. It is important that the user denounces the defect found in the shortest possible time and in any case no later than the expected one. Once the terms of the Conventional Guarantee have expired, the User is in any case entitled to use the STA for the technical assistance and maintenance service that will no longer be free but rather to be paid, based on the tariffs in force. For all parts replacement interventions both under warranty and subsequently, the STA are contractually required to use only new and original Tatano spare parts, easily recognizable by the personalized Tatano S.n.c. any replacement replaced free during the warranty period is to be considered the exclusive property of Tatano S.n.c.

7 Exclusions

- 7.1 All defects, malfunctions and / or damages to the product that result from the following causes are excluded from this warranty:
- a) transport operation;
 - b) failure to carry out routine and periodic maintenance required by laws and regulations, failure to comply with measures falling within the ordinary maintenance procedure, negligence and negligence in use;
 - c) abnormal wear or degradation;
 - d) failure to comply with all instructions and warnings provided by Tatano with the Product;
 - e) failure to comply with the installation regulations and any other indications or instructions given on the technical notes supplied with the Product;
 - f) incorrect sizing with respect to use or defects in the installation or failure to adopt the necessary measures to guarantee the correct execution;
 - g) tampering, maintenance in general, interventions made by unauthorized personnel;
 - h) abnormal or improper use of the Product, placing it in damp, dusty or aggressive rooms (presence of chlorine, lacquers, varnishes ...) or otherwise unsuitable for its correct conservation, failure to adopt the ordinary precautions necessary for its maintenance in good condition;
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- i) further damage caused by incorrect user interventions in an attempt to remedy the initial failure;
- j) aggravation of damages caused by further use of the Product by the user once the defect is manifested;
- k) use of spare parts, components and accessories not original or not recommended by Tatano (replacement or repair of the non-original piece may not be required) and damage caused to the Product by use of the same;
- l) anomalies or faulty operation of the electric or hydraulic power supply;
- m) corrosion, incrustation or breakage caused by stray currents, condensation, water aggressiveness or acidity, improperly de-scaling treatments, lack of water, sludge deposits or limestone;
- n) fortuitous event, causes of force majeure such as frost, overheating, fire, theft, natural events (hail, tornadoes, lightning, floods, earthquakes), vandalism, accidents, etc.;
- o) inefficiency of chimneys, flues, condensation drains or parts of the plant on which the Product depends;
- p) hydraulic and/or electrical systems that do not comply with current regulations.
- q) incorrect installation of the product (eg incorrect combinations between boiler-hydraulic system and boiler-fireplace)

7.2 Any technical interventions on the Product for the elimination of the aforesaid defects and consequent damages must therefore be agreed with the STA, which reserves the right to accept or not the related task and, in any case, will not be made as a guarantee, but assistance technique to be applied to any and specifically agreed conditions and according to the rates in force for the work to be carried out. The user will also be required to pay the costs that may be necessary to remedy his incorrect technical interventions, to tampering, to interventions on the installed product in a difficult position. Accessibility / achievement or, in any case, harmful factors for the product not attributable to original defects. Without prejudice to the limits imposed by laws or regulations, any guarantee of containment of atmospheric and acoustic pollution remains excluded. Please note that any work on the systems will be the sole responsibility of the installer

7.3 Tatano declines all responsibility for any damage that may, directly or indirectly, derive from people, things or animals, as a result of failure to comply with all the instructions set out in the installation, use and maintenance manual, especially concerning installation use. and maintenance of the Product.

8 Jurisdiction

If the user is a legal or physical person acting within the scope of his business, commercial, craft or professional activity, any dispute arising out of or related to this Guarantee is referred to the exclusive jurisdiction of the forum of Agrigento. If the user is a consumer, the criteria set by the Consumer Code apply.

Information concerning the treatment of personal data

Pursuant to Article 13 of Legislative Decree of 30 June 2003, no. 196, Code regarding the protection of personal data (hereinafter, the "Code"), Tatano Snc with headquarters in Cammarata, Zona Industriale, Scalo Ferroviario (hereinafter also the "Company"), as Owner, informs you that your personal data will be collected and processed on paper or electronic media, in compliance with current legislation, in order to guarantee security and confidentiality.

Purpose of the processing: The personal data related to you will be processed by us, in compliance with the aforementioned law, for the following purposes:

(1) fulfillment of obligations and exercise of the rights deriving from the contract concluded with you and execution of the guarantee services; (2) fulfillment of legal obligations in the areas of taxation, accounting, warranty, certification and energy saving (eg invoicing, keeping records and accounting records, actions on products under warranty, energy certification and incentives, etc.). The processing of data for the purposes indicated does not require your consent (Article 24, paragraph 1, letters a), b) and f) of the Code). The same data may also be processed for (3) contacting you - by telephone, mail, e-mail, SMS, MMS - for advertising or commercial communications relating to the products and / or services offered by Tatano Snc, as well as 4) carrying out market researches.

The processing of data for these purposes requires your consent.

Processing methods: Your personal data are necessary to enable us to properly fulfill contractual and legal obligations.

The processing of data will be through paper or electronic tools in compliance with current legislation and, however, in order to ensure the security and confidentiality of data. The data will be processed for the time necessary to achieve the purposes indicated, after which they will be destroyed.

Communication scope: Your data may be communicated, for the purposes 1 and 2 above indicated to: (i) professionals and consultants in legal, tax and accounting matters; (ii) service providers; (iii) public or private bodies responsible for the recognition of state incentives. These subjects will process the personal data communicated to them as Data Controllers, in accordance with the Code, being unrelated to the original processing carried out by the Company. The data will not be disclosed and may be disclosed to those in charge of the Administration, Marketing, Legal, Post-Sales Office, Company agents, authorized STAs or consultancy firms that perform, on commission, commercial and / or research activities of market, appointed External managers of the treatment pursuant to art. 29 of the Code. Rights pursuant to art. 7 of the Code: Through communication to be sent to Tatano S.n.c, Industrial Zone, Railway Station, Cammarata (AG), tel. 0922- 901 376, fax. 0922-903 256, e-mail: tatano@tatano.it, you will be able to know an updated list of the persons appointed as Data Processors and exercise the rights referred to in Article 7 of the Code, including those of:

- 1) obtain, by the owner or manager, without delay, confirmation of the existence or not of personal data concerning him;
- 2) get:
 - a) an indication of the origin of personal data, of the purposes and methods of processing, of the identification details of the data controller or of the persons in charge, of the subjects or categories of subjects to whom the data may be communicated or who may become aware of them of managers or agents; updating, rectification, data integration;
 - b) cancellation, transformation into anonymous form or blocking of data processed in violation of the law;
- 3) object, in whole or in part, to the processing of personal data concerning him, provided for the purpose of sending advertising or direct sales material or for carrying out market research or commercial communication.



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