# WARRANTY TERMS AND CONDITIONS

## 1. WARRANTOR

The Limited Warranty provided herein is given by only one of Bigas International Autogas Systems S.r.l., Cavagna Group UK Ltd., Cavagna North America Inc., Cavagna Group Asia Ltd., Cavagna Group Do Brasil Comercio Importacao e Exportacao Ltda. or Cavagna Group S.p.A the entity that actually sold the Product (as defined herein) to which this Limited Warranty applies. The other entities are listed herein for convenience only, and are not sharing in any warranty obligations of the entity providing this Limited Warranty. The entity providing this Limited Warranty is referred to herein as "Warrantor".

## 2. WARRANTY PERIOD

Each new product purchased directly from the Warrantor (the "Product") will be free from defects in original material and workmanship for a period of 24 (twenty-for) months in UE countries, 12 (twelve) months for non-UE countries or 90.000 Km, whichever comes first, from the date of installation as stated by the relevant Installation Form or from the date of sale of the Product (as shown on the invoice), from the Purchaser to its customer (the "Customer"), provided that said invoice will be issued no longer than 6 months from the date in which the Warrantor invoiced the Product to the Purchaser.

Once started the warranty coverage is continual and does not suspend or restart at any time under any circumstances.

In case the Product is sold as a Kit the Purchaser or the Authorized Dealer/Installer shall duly complete, stamp, sign, scan and upload on Bigas' website the Coupon "A" – Guarantee, given with the Kit documentation. In case of non-compliance with this obligation within fifteen (15) business days after the installation the Warranty shall not apply.

## 3. EXEMPTIONS

This warranty does not apply to, and the Warrantor shall have no liability or responsibility in respect of, damages or expenses relating to defects (or, if applicable, non-performance) caused by or arising out of:

a. the failure to properly store, use, install, operate or maintain the Product as, for example, specified in the contractual documentation, warranty booklet, service booklet, manuals, technical specifications, instructions, drawings, manual, catalogues or other literature supplied by the Warrantor, including but not limited to the Warrantor's website or advertising brochures or in accordance with any applicable laws, regulations or standards;

b. the utilization of the product for uses, destinations, applications, capacities, etc. that have not been expressly indicated by the Warrantor;

c. the failure to proper maintain the Product in compliance with the operational manuals (including the time by time updating) supplied by the Warrantor and/or from the authorized Distributors or dealers;

d. the failure to have the Product installed, adjusted, operated, maintained, repaired by personnel authorized by the Warrantor;

e. the installation, repair or replace of the Product in vehicles involved in car crashes;

f. the failure of the Purchaser to inform any of its customers of the specifications, use and the necessary warnings and instructions for the correct use of the Product and/or any different or larger item or system in which the Product is installed;

g. tampering or interventions that compromise the correct functioning of the Product;

h. improper application and/or installation of the Product as a component in a different or larger item or system;

i. any Product purchased from any entity other than Warrantor;

j. the cost to locate, remove, disassemble, reinstall or dispose of components of a different or larger item or system that require removal to access the Product;

k. alteration, change, repair or modification of the Product, including its subcomponents, parts or assemblies;

l. accidents, misuse, abuse, abnormal use, improper use, use in competitions/races, negligent use, willful misconduct, lack of reasonable or proper maintenance, repairs improperly performed or replacement parts or accessories not conforming to Warrantor's specifications, use exceeding the recommended and permitted limits of the Product, and/or normal wear or deterioration occasioned by the use of the Product;

m. cosmetic issues, such as scratches, dents, fading of colors or discoloration;

n. any representation or implication relating to estimated performance characteristics of the Product, including but not limited to representations made in the Warrantor's product literature, on the Warrantor's website, marketing materials, advertisements and technical specifications;

o. any defect or non-conformity that has not been timely and promptly communicated in writing to the Warrantor as provided herein, and in all cases, no more than eight (8) business days from the discovery thereof;

p. water ingestion, submersion or external water damage or operation of the Product in a marine application;

q. any damage, cost or expense caused by Act of God;

r. use of spare, replacement or ancillary parts not supplied by the Warrantor, such as but not limited to: external wiring, filters etc.;

s. repairs within the warranty period not made by the Warrantor or by personnel authorized by the Warrantor;

t. overloading, exposure to corrosive or abrasive fluids or substances, by abnormal dampness or other misuse, neglect, or accident;

u. fuel related faults such as contaminated, wrong, dirty or improper gas and/or petrol/gasoline.

## 4. CLAIMS AND REMEDIES

To obtain warranty service for the Product, under this warranty, the Purchaser's specific and detailed claim must be reported in writing (through the Warrantor's Claim Form) to the Warrantor (sales@bigas.it) within eight (8) business days from the date the Purchaser had notice of or should have had knowledge of notice of the alleged defect to the Purchaser and in any case within the applicable warranty period. It must always include:

1) analysis, screening and classification of the failure;
2) an explanation of the circumstances in which the failure has arisen;
3) a clear description of the defect, with supporting pictures;
4) the serial number of the Products;
5) the date and referring number of the invoice and the number of the delivery documentation. For all warranty claims accepted by the Warrantor, the latter shall, within a reasonable time:
   (a) repair the Product or any subcomponent thereof; or
   (b) supply ex works to the Purchaser a replacement product or spare part of the same type, kind and/or quality as the defective one.

Any warranty repairs or service must be performed exclusively by the Warrantor or other authorized representative of the Warrantor. The Purchaser is responsible for all expenses associated with locating the Product and with removing, disassembling, reinstalling and transporting the Product(s) and/or defective part(s) to and from the Customer to the Purchaser's location or hub. Acceptance of any warranty claim is not an admission that any Product or any of its component parts are defective. The Warrantor will not accept any warranty claims directly from any third party to whom/which Purchaser may have sold the Product. The Purchaser forfeits any rights it may have under this warranty if the Purchaser does not return the Product to the Warrantor, at the Purchaser's expense, within ten (10) working days of the Warrantor's request, or otherwise follow the procedure described herein.

In the event that the warranty claim is founded, the Warrantor will reimburse only the reasonable costs of carriage of the Product from the Purchaser to the Warrantor. In the event that the Purchaser submits a warranty claim that, in the sole reasonable discretion of the Warrantor, is groundless, the Purchaser shall reimburse the Warrantor all reasonable costs incurred by the Warrantor in evaluating the warranty claim (i.e. travel, lodging, expert evaluations, etc.).

## 5. LIMITATION OF LIABILITY

Except as expressly provided by this warranty, the Warrantor shall not be responsible for any direct, indirect, incidental, special or consequential or whatsoever damages associated with the use or non-use of the Product or a claim under this agreement. In no event will the Warrantor be liable for the loss of use, loss of profits, loss or damage to other property, inconvenience, commercial loss whatsoever. The foregoing statements of warranty are exclusive and in lieu of all other remedies or damages. This Agreement shall be the sole and exclusive remedy available to the Purchaser or any third party with respect to the Product. Implied warranties of merchantability and fitness for a particular purpose are excluded.

As far as the Product characteristics and specifications are concerned, Warrantor complies with the legislation and the technical regulations prevailing in Italy and the European Directives, unless otherwise specified by the Warrantor itself. No guarantee is given herein by the Warrantor on the conformity of any of such Products with the laws and regulations, including, but not limited to, any safety regulation, which may be in force in the Country of the Purchaser, where the Purchaser Corporate seat is in a non EU Country, or in any Country that does not belong to the EU. The Purchaser assumes the risk of any difference between the European Directives plus the Italian regulations and those of the country of destination, regarding the use or installation of the Products, and indemnifies the Warrantor for any such difference

## 6. SALE OF THE PRODUCT

A warranty claim can only be filed with the Warrantor by the Purchaser. If the Purchaser will decide to modify, extend or enlarge this warranty in favor of the Customer the related consequences shall be borne solely by the Purchaser. The Purchaser has no right of recovery, against the Warrantor, for the reimbursement of the amount paid to the Customer.

In any case the validity of this Warranty is subject to the fulfilment of all contractual obligations of Purchaser within the purchasing contract, and especially with the fulfilment of the Purchaser's payment obligations; without such fulfilment of contractual obligations this Warranty shall not apply.

## 7. APPLICABLE LAW AND DISPUTES

Any and all claims or disputes of whatever nature arising out of or otherwise relating to this warranty shall be governed by and construed in accordance with the laws of Italy and the parties expressly acknowledge and irrevocably agree that the sole and exclusive venue for and jurisdiction over any such claim or dispute shall be the Courts having jurisdiction over the area where the Warrantor is located. However, the Warrantor shall have the right to act in the Court having jurisdiction over the area where the Purchaser's head office is located.