

WARRANTY TERM - VIVACE PROCESS INSTRUMENTS



1.1 GENERAL CONDITIONS OF WARRANTY TERMS - VIVACE PROCESS INSTRUMENTS

1.1.1. EXPIRATION DATE

1.1.1.1 Vivace ensures the manufactured equipment for a period of eighteen (18) months from the date of issuance of the invoice.

1.1.1.2 Warranty is independent of equipment installation date.

1.2. ABRANGENCE

1.2.1. Third-party equipment, including software, are not covered by this warranty term. Vivace does not provide any warranty or representation on behalf of third parties. Any warranty on such products is responsibilities of the supplier or licensor of the product.

1.2.2. Vivace manufactured products are guaranteed against defects from manufacturing, assembly, either material or labor-work, since that technical analysis has revealed the existence of quality defects covered by this term, proved by technical analysis and in the warranty period. The mentioned technical analysis will be carried out exclusively by Vivace laboratories or third company, authorized by Vivace.

1.2.3. In this condition of guarantee, it is necessary that customer sends the product to Vivace or authorized third company, and therefore, the warranty does not include on-site visits (in the customer facilities).

1.2.4. If customer requisites technical assistance in its facilities during the warranty period, the hours spent in work and travel shall be charged according to Vivace values, as well as the expenses incurred by the service technician in transportation, meals and lodging, in addition to disassembling and assembling costs, if any. After detecting a problem covered by guarantee during the field service requested, the costs with parts and pieces shall be incurred by Vivace and the other costs shall be incurred by customer.

1.2.5. The repair and/or substitution of defective parts do not extend, under any circumstance, the original warranty term, unless this extension is granted and communicated in writing by Vivace. Equipment and products not covered by the warranty clauses will be objects of a proposal subject to a prior client approval to the execution of the service.

1.3. CONDITIONS FOR WARRANTY PERIOD

1.3.1. To have full right to warranty, the customer must keep the product according to its original characteristics and components.

1.3.2. This warranty term is only valid when accompanied by the invoice of purchase.

1.3.3. Exceptions are proven cases of inappropriate use, improper handling or lack of basic maintenance as indicated in the product instruction manuals.

1.3.4. Moreover, this warranty term excludes expenses for transportation, freight, insurance, constituting such items, customer responsibilities.

1.4. WARRANTY EXECUTION

- 1.4.1. Vivace's obligations under this warranty will be limited to repair the product with no cost to its owner by replacing parts per other original ones, directly by Vivace or through its authorized third-part since the technical examination has revealed the existence of a defective component/part that can be covered by this warranty.
- 1.4.2. The defective and replaced parts under this warranty become property of Vivace or its authorized.
- 1.4.3. The replacement of parts and/or defective components and the proceeded repairs within the warranty period does not generate the right to extend the warranty period originally granted, unless such extension is granted and communicated in writing by Vivace.
- 1.4.4. This warranty does not cover the payment or other form of compensation, in any condition, expenses or damages, direct or indirect, to persons or property, loss of benefits, profit cessation, due to defective component or product

Products with proven technical problems should be shipped and delivered to the address below with shipping charges paid by the customer.

Data for issuance of Return Invoice:

Vivace ProcessInstrumentsLtda-ME
Street: Julio Xavier, 108
City: Cravinhos – State: São Paulo
Zip code: 14.140-000
Country: Brazil

IE: 279.032.740.116CNPJ: 21.694.180/0001-29

Phone: (16) 3482-1238 Fax: (16) 3482-1344

e-mail: revisoes@vivaceinstruments.com.br

1.5. EXTINCTION OF WARRANTY

1.5.1. THIS WARRANTY WILL CEASE IN CASE:

- 1.5.1.1. End of validity;
- 1.5.1.2. Failure to observe the conditions laid down in this term, especially those provided for the item conditions for validity of the guarantee. Justification: non-compliance with the conditions, even if in the warranty period, generates the loss of the right to guarantee, replacement, etc;
- 1.5.1.3. Failure to present the purchase invoice.
- 1.5.1.4. Erasures or changes in the purchase invoice.
- 1.5.1.5. Deletion or alteration of the serial number, which identifies the product.
- 1.5.1.6. Alteration, destruction or loss of product nameplate.

1.5.2. VIVACE DOES NOT WARRANT ANY DEFECTS OR DAMAGE CAUSED IN A SITUATION OF NO STATE CONTROL, INCLUDING, BUT NOT LIMITED TO THE FOLLOWING:

- 1.5.2.1. Negligence, imprudence or inexperience user;
- 1.5.2.2. Acts of nature, war or civil unrest;
- 1.5.2.3. Accidents, transport and/or improper packaging made by the customer;
- 1.5.2.4. Defects caused by fire, theft or loss;
- 1.5.2.5. Network connection of voltage or improper powering;
- 1.5.2.6. Electrical surges, violations, modifications not described in the instruction manual;
- 1.5.2.7. Replacement parts, adjustments or repairs carried out by unauthorized personnel;
- 1.5.2.8. Facilities and/or improper maintenance performed by the customer or by third parties;
- 1.5.2.9. Use and/or improper product application, causing corrosion, scratches or deformation thereof;
- 1.5.2.10. Improper cleaning with use of chemicals, solvents and/or abrasives not compatible with the building materials;
- 1.5.2.11. Chemical or electrolytic influences;
- 1.5.2.12. Parts and pieces that wear out with regular use;
- 1.5.2.13. Use of the product beyond the working limits (temperature, humidity, etc.) as shown in the instruction manual.

1.6. VIVACE RESERVES THE RIGHT IN NOT REIMBURSE EXPENDITURE TO:

- 1.6.1. Normal product maintenance such as retightening, cleaning, washing and/or checks;
- 1.6.2. Parts considered normal maintenance;
- 1.6.3. Optional electronic equipment, other than Vivace brand;
- 1.6.4. Installation of Vivace products made outside the standards set by the brand;
- 1.6.5. The parts considered normal maintenance or wear out with use will be covered by the warranty only when they have manufacturing defects

1.7. RESPONSIBILITIES

- 1.7.1. In the case of repairs in warranty, recalls or out of warranty, the customer is responsible for the correct preparation and packaging. Vivace will not cover any damage caused during the transport. Expenses for services or any costs related to uninstallation and installation of the product is the customer's responsibility and Vivace assumes no responsibility front to the customer.
- 1.7.2. Except the general warranty conditions for Vivace products mentioned above, Vivace assumes no front liability to the buyer without limitations on damages, consequences, compensation claims, lost profits, costs of services and other costs that are caused by non-observance of installation instructions, operation and maintenance contained in Vivace manuals. In addition, the buyer also states exonerate the supplier of compensation for damage (excluding the cost of repairs or replacement of defective products described above) caused directly or indirectly by testing, applications, operations, or improper maintenance of Vivace products.
- 1.7.3. It remains the customer's responsibility to clean and decontaminate the product and accessories before sending them to repair. Vivace and its third-part authorized reserve the right in not repair the products where so not made. It is the customer's responsibility to notify Vivace and its authorized the device usage in applications that contaminate with unhealthy products, which can cause damage during handling and repair. Any damage, therefore, compensation claim, expense and/or other costs that are caused by the lack of decontamination will be assigned to the customer. Please complete the decontamination statement, which can be accessed at www.vivaceinstruments.com.br/suporte before sending products to Vivace or authorized and send them into appropriate packaging.
- 1.7.4. The products sent to service at Vivace may have your data restored to the default values during the repair process, and it is the customer's responsibility, previously, provide copy of such data or settings before sending the products to technical assistance. Any responsibility relating to the loss of these data and/or settings will be not attributed to Vivace.

1.8. LIMITATIONS AND RIGHTS

- 1.8.1. Vivace reserves the right to make modifications and improvements of any kind in its products (without notice) without incurring in any circumstances, the obligation to make those same modifications to products sold previously.
- 1.8.2. This term warranty applies only to Vivace products. Vivace does not recognize any other commitments made by anyone in exchange or correction of some other component of the product.

- 1.8.3. No employee, officer or any other person has the right to grant on behalf of Vivace warranty or assume any responsibility for the Vivace products. If a warranty is granted or assumed without the written consent of Vivace, it will be declared in advance to null.
- 1.8.4. Extended warranty acquisition cases should be dealt with Vivace and documented for it.
- 1.8.5. Equipments and products not covered by the warranty clauses will be objects of a proposal subject to prior client approval to the execution of the service.
- 1.8.6. Possible delays in the execution of technical assistance does not entitle the owner to compensation, nor the extension of the warranty period.
- 1.8.7. The defects of factory or material, object of this warranty will not constitute, under any circumstances, cause for termination of purchase and sale contracts or compensation of any nature.
- 1.8.8. This warranty term is the sole and exclusive remedy against Vivace.

1.9. CUSTOMER SERVICE

- 1.9.1. The customer service is carried out by Vivace technical assistance: phone: (+55 16) 3482-1238 (administrative time) (located in the headquarter in Cravinhos City (São Paulo State) or suporte@vivaceinstruments.com.br email or by authorized Vivace
- 1.9.2. If you need to return the equipment or product to repair or examination, contact Vivace.
- 1.9.3. In case of repairs or analysis, customer should fill the "technical analysis request sheet" (FSAT-ANNEX I) contained in the instruction manual, containing details of the failure observed, and the circumstances of it, as well as information on the installation site and the process conditions. Equipment and products not covered by the warranty clauses will be objects of a proposal with prior client approval to the execution of the service.
- 1.9.4. **Environmental Policy:** Vivace in respect for the environment and already in compliance with PNRS (National Policy on Solid Waste) - adaptation to the law 12.305, practicing in its unit recycling and reuse of post-production material for recycling and reuse and has logistics reverse of electronic waste. For more details contact us through the customer service address listed above.