

# **GENERAL CONDITIONS OF GUARANTEE**

## **LEOVINCE EXPLICITLY LIMITED GUARANTEE**

### **1.0.0 Guarantee**

SITO GRUPPO INDUSTRIALE S.p.A guarantees all the new parts supplied for according to the Directive in force, as per the terms and conditions indicated in paragraph 1.0.0 and 5.0.0 of the present guarantee.

Our guarantee comprises replacement of components which can not be used, or suffer from manufacturing defects, which are returned to us at SITO GRUPPO INDUSTRIALE S.p.A. Components replaced under guarantee become property of SITO GRUPPO INDUSTRIALE S.p.A..

### **2.0.0 Exclusion**

The guaranty offered by SITO GRUPPO INDUSTRIALE is not applicable:

- a.** to components fitted to motorcycles used for sport or any other competition
- b.** to components fitted to motorcycles used for hire
- c.** to components suffering from wear and tear as part of their normal function (sound-deadening material, seals and other rubber parts);
- d.** defects resulting from oxidation or the action of atmospheric agents
- e.** incorrect use or abuse of the component or the motorcycle by the proprietor or the user
- f.** unauthorised modifications carried out by personnel not representing SITO GRUPPO INDUSTRIALE

### **3.0.0 Buyer obligations**

In order to keep this guarantee valid, you should respect the following:

- a.** retain the receipt to prove the date of purchase
- b.** inform SITO GRUPPO INDUSTRIALE within two months of the date when the defect is discovered or should have been discovered using due diligence. On receipt of such a claim, and if the defect is covered by the present guarantee, the dealer should , according to the circumstances:
  - inspect the defective goods in situ,
  - have the affected goods sent to him for inspection,
  - replace the defective goods.
- c.** use the product in the correct fashion and carry out normal maintenance.

### **4.0.0 Limitations**

The general conditions of guarantee are cancelled in the following cases:

- a.** If components returned exhibit defects resulting from accidents, careless use, or abuse.
- b.** If the motorcycle to which the components have been fitted has been used in an unauthorised fashion
- c.** If the motorcycle to which the parts have been fitted has not been maintained in accordance with factory recommendations.
- d.** Where parts excluded as indicated in paragraph 2.0.0 of this guarantee
- e.** Where parts excluded because of negligence of a proprietor who has failed to respect the specific obligations mentioned in paragraph 3.0.0 of the present guarantee.

### **5.0.0 Responsibility**

SITO GRUPPO INDUSTRIALE S.p.a. declines all responsibility for any damage to the silencer or to the outer casing caused by a non-maintainance of the product.

SITO GRUPPO INDUSTRIALE is not responsible for incidents which may arise and causes harm to persons or things while the product in question is being used or as a result of use or causes arising from use of the same even during testing.

Defect and delays in repair do not give the user a right to compensation, or extension of the guaranty. The cost of transport to return the goods to the factory are to be born by the Buyer, as well as the possible costs of inspection requested by him and accepted by SITO GRUPPO INDUSTRIALE.

The guaranty offered in paragraph 1 above (with the exclusions and limitations listed in paragraph 2.0.0, 3.0.0 and 4.0.0) constitutes the only guaranty offered by SITO GRUPPO INDUSTRIALE, which to all intense replaces any other legal remedy.

SITO GRUPPO INDUSTRIALE reserves to itself the right of modifying and improving any product, without having to modify similar products which have already been sold. The Buyer recognises that in the case of the dispute with SITO GRUPPO INDUSTRIALE, the competent legal authority will be judiciary of the court of Alba.

**5.1.0 SITO GRUPPO INDUSTRIALE** explicitly offers no guaranty implicit or stated, that the goods are suitable or saleable for a particular application, and declines all responsibility for accidental damage or consequent damage or any other loss deriving from the use of these parts, products, or components.