



## WARRANTY CONDITIONS

### on Ebrilsplit Linesets and Ebrilsmart Fittings ("Products")

This Warranty is provided by Ebrille S.r.l. and applies exclusively on EbrilSplit LineSets and EbrilSmart Fittings (hereinafter "Products") sold to end customers within the territory of the United States of America (hereinafter "Customer(s)"). This Warranty is transferable to subsequent owners of the Product during the Warranty Period.

By purchasing and/or installing and/or using the Products the Customer accepts to be bound by these Warranty terms and conditions and acknowledges that, for an optimal and safe use of the Products **installation, safety and use instructions** available and downloadable from Ebrille's website [www.ebrilleusa.com](http://www.ebrilleusa.com) **must be carefully observed**.

**To the extent permitted by law, this Warranty and the remedies set forth are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. Ebrille disclaims all statutory and implied warranties, including without limitation, warranties of merchantability and fitness for a particular purpose and warranties against hidden or latent defects, to the extent permitted by law. In so far as such warranties cannot be disclaimed, Ebrille limits the duration and remedies of such warranties to the duration of this express Warranty and, at Ebrille's option, the repair or replacement services described below.**

#### WARRANTY PERIOD:

**10 (ten) years** from the date of manufacturing of the Products as printed on the external layer of the tube insulation and which will be valid for both Ebrilsplit Linesets and Ebrilsmart Fittings.

#### WARRANTY:

Ebrille warrants that Products will be free from defects in design and workmanship for the entire Warranty Period. Ebrille will (i) repair defective Products or replace the defective Products with new Products and (ii) reimburse the Customer the documented costs of removal of the defective Products and reinstallation of the repaired/replacing Products.

Normal wear and tear is not considered a defect of the Products.

**Except as provided in this Warranty and to the maximum extent permitted by law, Ebrille is not responsible for direct, special, incidental or consequential damages resulting from any breach of warranty or condition, or under any other legal theory, including but not limited to loss of use; loss of revenue; loss of actual or anticipated profits (including loss of profits on contracts); loss of the use of money; loss of anticipated savings; loss of business; loss of opportunity; loss of goodwill; loss of reputation; loss of, damage to, compromise or corruption of data; or any indirect or consequential loss or damage howsoever caused including the replacement of equipment and property.**

#### WARRANTY CLAIMS:

The Customer shall notify to Ebrille, by sending an e-mail to [info@ebrille.it](mailto:info@ebrille.it) and to [s.blotcher@verizon.net](mailto:s.blotcher@verizon.net), any request for repair or replacement of allegedly defective Products, **within 8 (eight) calendar days from the date of discover of such defect**. In this request the Customer must:

- provide his/her contact details (name, surname, e-mail address, telephone number);
- specify the address where the defective Products are installed;
- provide the contact details of the technician (if any) that has already inspected the Products;
- enclose one or more images (JPG format) showing the alleged defect;
- enclose one or more images (JPG format) showing the date of manufacturing of the Products as printed on the external layer of the tube insulation and which will be valid for both Ebrilsplit Linesets and Ebrilsmart Fittings.
- enclose a copy of the invoice/receipt showing the date of purchase of the allegedly defective Product;

EBRILLE SRL

Headquarters:

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e-mail: [info@ebrille.it](mailto:info@ebrille.it)





- provide a description of the claimed defect.

The Customer must allow Ebrille's technicians to inspect the allegedly defective Products and shall not, therefore remove, repair or replace such Products before Ebrille's technicians have inspected them and Ebrille has agreed in writing to such removal, repairing or replacement, unless in the case that a delay in the removal of allegedly defective Products may cause damages to other goods or injuries to persons.

#### **AVOIDANCE OF WARRANTY:**

This Warranty as well as any other expressed or implied warranty will be voided:

- for whatever product , part of system which is not clearly proved to be manufactured by Ebrille
- if the installation of the Products is not made by trained professionals and/or installation, safety and use instructions available and downloadable from Ebrille's website [www.ebrilleusa.com](http://www.ebrilleusa.com) are not carefully observed;
- abuse, such as for instance, vandalism , carelessness over the installation stage, lack of assessment of the needed tightness test prior that the installation is put in service, (the tightness test is to be conducted before the involved tubes are covered
- non-conforming or missed execution of the needed tightness test (pipes and fittings). The tightness test is to be carried out before the tubes are covered.
- **if the Products are used for purposes different from those they were intended for (HVAC applications) or exceeding the stated technical specifications and operational parameters (e.g.: pressure, temperature, circulating fluids, etc.) of such Products or installed in an hostile environment they are not suited for (i.e ammonia corrosion and ant-nest corrosion) ;**
- **Outside causes which might determine damages to the Products, such as , for instance, hostile or non-suitable environments, exposure to UV rays without a needed protection, environment where the product might be in a prolonged contact with stagnating water.**
- if the Warranty Claim procedure as explained herein above is not fulfilled with due care by the Customer;
- if the Products are altered or modified without the prior written authorization of Ebrille;
- if the Products are not carefully and correctly maintained;
- if the Products are installed in connection with other products not manufactured by Ebrille and the latter has not certified the compatibility of such other products with the Products;
- if the failure of the Products is cause by natural disasters, including but not limited to flooding, sandstorms, windstorm and lightening or by any other circumstance beyond Ebrille's control;

#### **DISPUTES:**

**To the extent permitted by law, by purchasing and/or installing and/or using the Products the Customer accepts that to submit any dispute arising out in connection with this Warranty as well as with any other warranties, remedies and conditions, whether oral, written, statutory, express or implied that may apply on the Products, to the exclusive jurisdiction of the courts of Turin (Italy)**

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