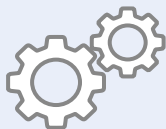




GENERAL CONDITIONS OF WARRANTY AND AFTER-SALES FOR EQUIPMENT (IRELAND)



1. Scope

These General After-Sales Conditions (hereinafter “After-Sales Conditions”) apply to all sales contracts, none excluded, entered into between Sweden & Martina SpA, registered in the Companies’ Register of Padua, with registered office in Due Carrare (PD), Via Veneto 10, taxpayer’s and VAT registration number IE3778540FH (hereinafter referred to as “SWM”) and any legal entity or professional person (hereinafter referred to as “Purchaser”) (jointly referred to as “the Parties”) and concerning the sale of equipment manufactured by third parties (hereinafter referred to as the “Manufacturer”) and for which SWM is a mere distributor (hereinafter referred to as “Equipment/s”), with the exclusion of those for which different and express contractual conditions are envisaged.

Any deviation from the general after-sales conditions shall be the subject of a specific written agreement between the Parties and signed by them.

2. Duration of the warranty

The warranty covering the Equipment shall have a duration equal to that indicated by the Manufacturer in the Instruction Manual delivered to the Buyer and which the latter declares having received. Such duration commences from the date of delivery of the Equipment to the Buyer as resulting from the transport document (“Warranty Period”).

3. Object of the Warranty

The Equipment warranty covers the repair and/or replacement of any Equipment showing a defect during the Warranty Period. Such defect must be among those specifically set out in the Instruction Manual delivered to the Buyer.

The Buyer shall report the defect and/or failure of the Equipment in writing by the deadline and in the manner indicated in the Equipment’s Instruction Manual, including by availing itself of SWM’s After-Sales Service as set forth in article 6 below.

During the Warranty Period, the Buyer may send the Equipment to be repaired to SWM at its offices located in Due Carrare (PD), Via Veneto, no. 10.

In some cases the post-sale is followed directly and only by the manufacturer (e.g. 3Shape). In this case SWM, if contacted, will have to ask the Buyer to contact the Manufacturer directly.

The Equipment shall be sent under the responsibility and at the expense of the Buyer in packaging such as to ensure effective protection of the Equipment, forthwith releasing SWM from any liability in this respect.

The sending of the Equipment shall be accompanied by a transport document containing the following information: Buyer’s identification data, date of sending by the Buyer, number of packages, number of pieces of Equipment returned. The Equipment shall be returned in its respective packaging. SWM reserves the right to refuse the return of Equipment that does not comply with the above requirements.

SWM, under its own responsibility and at its own expense, will send the Equipment to the Manufacturer or to the specific repair centre authorised and indicated by the Manufacturer, which will repair the Equipment or replace it with a new identical product at the Manufacturer’s sole discretion and SWM hereby disclaims any and all liability in this regard.

Once repaired, the Equipment shall be returned to the Buyer under the responsibility and at the expense of SWM.

SWM shall not in any event be liable for the time required for repair work on the Equipment.

It is understood that the Buyer shall be entitled to apply directly to the Manufacturer for the repair of the Equipment.

4. Exclusions

The warranty does not cover the cases specifically provided for in the Instruction Manual drawn up by the Manufacturer and delivered to the Buyer, which the latter declares having received and to be well acquainted with, and SWM does not consider itself obliged to provide any kind of warranty further and/or different from the legal warranty.

5. Jobs not covered by warranty

Should SWM directly or upon indication of the Manufacturer find that the jobs required are not covered by the warranty, including because of the expiration of the Warranty Period, SWM itself, once it has received from the Equipment Manufacturer the cost estimate necessary for the repair, will forward it under its own responsibility and at its own expense to the Buyer (hereinafter the “Estimate”). The repair may take place only upon written acceptance of the Estimate by the Buyer within and no later than 8 days from the sending thereof (hereinafter the “Acceptance Deadline”).

Once the Estimate has been accepted, SWM shall, under its own responsibility and at its own expense, send the Equipment to be repaired to the Manufacturer and return the repaired Equipment to the Buyer. It is understood that in case of acceptance of the Estimate, all costs and/or charges related to the repair of the Equipment shall be entirely to the charge of the Buyer, which shall pay SWM upon issuance of a regular invoice and within the terms usually applied by SWM to the Buyer. No charge and/or cost, except for those specifically indicated in these general conditions, shall be deemed chargeable to SWM, which shall in any case be held harmless from any variation of the Estimate by the Manufacturer.

In the event of the Estimate not being accepted by the Buyer, including due to the expiration of the Acceptance Period, the Equipment shall be returned to the Buyer under the responsibility and at the expense of SWM. The Buyer, which shall therefore be solely responsible, will be charged for any possible cost and/or charge requested by the Manufacturer due to “rejected estimate” or similar wording. The payment by the Buyer of such charges and/or costs shall be made in favour of SWM against issuance of a regular invoice and within the terms usually applied by SWM to the Buyer.

6. After-sales Service

Both during the Warranty Period and after the Warranty Period has expired, the Buyer may contact SWM's after-sales service directly at company office in London , or else contact the local agent or the Manufacturer.

7. General terms and conditions of sale

For all matters not expressly provided for by these general after-sales conditions, reference is made in full to the provisions of SWM's general sales conditions, latest revision, published on the website www.sweden-martina.com conditions fully accepted by the Buyer.

SWEDEN & MARTINA SPA



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