



PRODUCT WARRANTY

1. MARKLEEN guarantees to the BUYER that its equipment (the “**Equipment**”) complies with the specifications stated in its quotations for a period of ONE YEAR from the invoice date or from the date of commissioning where this service is performed by MARKLEEN, provided that, in the latter case, no more than fifteen (15) months have elapsed since the invoice date (the “**Warranty Period**”), on the condition that the Equipment has been handled, transported, stored, maintained and used in accordance with the instructions contained in the MARKLEEN Manuals. Accordingly, MARKLEEN assumes liability solely in respect of those non-conformities existing at the time the Equipment is delivered to the first carrier.
2. MARKLEEN further guarantees that all components of the Equipment: (i) comply with Spanish regulations applicable to manufacture; (ii) are manufactured using first-class materials and show no defects in design, materials or workmanship; and (iii) are new and free from operational and manufacturing defects.
3. The BUYER expressly declares that it is familiar with the Equipment, its technical characteristics, applications, uses, operation and specifications, which it accepts without reservation. Accordingly, under no circumstances shall MARKLEEN be liable for defects or damage arising from the Equipment being unsuitable for the use intended by the BUYER. The BUYER must provide MARKLEEN with truthful and sufficient information regarding the final location of the Equipment and the use for which it is intended when requesting the quotation or confirming the order.
4. The BUYER shall have a period of seven (7) business days from receipt at destination to notify MARKLEEN of any claim relating to patent or apparent defects in the Equipment, after which it may no longer bring a claim on such grounds. Claims relating to latent defects must be made to MARKLEEN in writing within the Warranty Period.
5. If the BUYER notifies MARKLEEN of any non-conformity within the Warranty Period, the following procedure shall apply:
 - a) The BUYER shall submit its claim in writing, detailing the alleged non-conformity and attaching photographs;
 - b) MARKLEEN shall have five business days to respond to the claim, stating whether it accepts or rejects it;
 - c) If MARKLEEN accepts the claim, it shall notify the BUYER of its acceptance and, at its discretion, repair or replace the non-conforming Equipment or component at no additional cost to the BUYER. Replacement components shall be covered by the same remaining warranty period as the components replaced.
 - d) Failure by MARKLEEN to respond to the claim submitted by the BUYER within the stated period shall mean that the claim is rejected. If tests or analyses are required to determine whether or not the Equipment complies with the specifications quoted, their cost shall be borne by MARKLEEN if the product is non-conforming and by the BUYER otherwise.

6. Under no circumstances shall MARKLEEN assume any liability if the non-conforming Equipment is handled, repaired or otherwise altered by any third party other than MARKLEEN or its authorised After-Sales Service.
7. This warranty exclusively covers Equipment manufactured by MARKLEEN and does not apply to third-party products or components that may be supplied together with the Equipment.
8. In the case of Equipment manufactured by MARKLEEN in accordance with designs provided by the BUYER, the BUYER assumes full liability and shall indemnify and hold harmless MARKLEEN and any third party in the event of damage arising from errors in the design.
9. This warranty supersedes any other warranty or representation of conformity, whether express or implied. In the event of a claim under the warranty, MARKLEEN's sole liability to the BUYER shall be as set out in this clause. Claims based on civil liability for damage caused by a defective product are limited to an aggregate amount of three million euros, except in the United States, Canada and Mexico, where they are limited to seven hundred and fifty thousand euros.
10. Without prejudice to the other exclusions contained in the preceding paragraphs, the warranty does not apply to non-conformities or damage resulting, without limitation, from:
 - a. Defective storage by the BUYER following arrival at destination;
 - b. Defective assembly and/or installation where not carried out by MARKLEEN.
 - c. Inadequate maintenance, including failure to replace damaged components or to carry out the periodic inspections recommended by MARKLEEN.
 - d. Damage caused as a result of the BUYER's failure to observe the appropriate safety conditions during the handling and transport of the Equipment.
 - e. Modifications to the Equipment or additions not authorised by MARKLEEN.
 - f. Non-conformities and defects caused by acts or negligence occurring after the Equipment has been delivered to the first carrier.
 - g. Use of components, materials, parts or spare parts not supplied by MARKLEEN or without its prior authorisation;
 - h. Damage to materials or components that deteriorate through normal use.
 - i. Consumables and expendable items, understood as those subject to wear or depletion through normal use of the equipment, as well as any other component whose useful life is limited by its nature.
 - j. Use by the BUYER for applications other than those declared to MARKLEEN as the basis for preparing its quotation.
 - k. Use of the Equipment by the BUYER without complying with the operating manuals or specific instructions provided by MARKLEEN.
 - l. Loss of profit suffered by the BUYER or its customers, including, without limitation, loss of earnings.