

Mirano, 01/02/2024

CUSTOMER SERVICE

TELESERVICE SUPPLYING

The rate shown below refers to telephone and/or remote technical assistance.

The intervention is carried out by specialized technicians, according to the needs encountered during the assessment phase of the system's problems.

Where required, for a more rapid and effective resolution of malfunctions, Gasparini technicians will remotely connect to the machine.

TELESERVICE	Hourly Rate €
Specialized Technicians	100,00

TELESERVICE SUPPLY MODE

- The service time is from Monday to Friday, normal working hours are scheduled from 08.00 to 17.00 CET (excluding national holidays)
- The service will take in charge the request based on the assistance in progress.
- For any communication, it is necessary to contact the Service dept. providing the serial number on the identification CE plate (on the control panel of the main machine) and quoting the serial number of the machine in order to speed up the transmission of the requested information
- For security reasons, only written correspondence relating to the operations to be carried out within the establishment remains valid.
- All persons interested in the request for assistance must know the residual risks for this type of machine and which personal and / or group protection devices to use according to the type of activity.
- Will follow related invoice to the hours of teleservice provided with payment direct against invoice.
Invoices are generally issued on a monthly basis

GASPARINI S.p.A.

GENERAL TERMS OF SUPPLY

1. SUBJECT OF TELESERVICE SUPPLYING

Gasparini S.p.A. is committed to provide telephone assistance and/or by email and /or via remote connection to the systems produced by Gasparini present at the Customer, previously indicated with the relative serial numbers. The included services are described in the following articles, according to the procedures, within written terms and conditions.

2. DURATION

The assistance service will be provided as soon as possible from the customer's request, for the time necessary to solve the problem, and / or to define the actions to be taken.

Gasparini is authorized to suspend the service in case of omitted or delayed payment of the amount due by the Customer.

3. SERVICES

3.1 The service provided include telephone assistance and/or by e-mail and/or remote connection of the Gasparini machines

Remote assistance activities such as:

- Diagnosis and troubleshooting;
- Monitoring of devices and/or processes;
- Free correction of any software bugs highlighted;
- Reception and installation of available software updates;
- Emergency backup and recovery support;

The services also include back-office activities, such as:

- Problems Analysis and search of possible failures with the Gasparini technicians;
- Searching and sending technical documentation: manuals, electrical, hydraulic and lubrication schemes;
- Searching and sending assembly schemes, for component identification.

3.2 The remote assistance service is provided according to the calendar and working time at Gasparini S.p.A. and precisely between 8.00-12.30 and 13.30-17.00 (CET) every working day from Monday to Friday, holidays periods are excluded.

3.3 When the problem cannot be resolved by the Teleservice, Gasparini technicians will evaluate, in agreement with the Customer, an assistance intervention on machine site.

3.4 Teleservice does NOT include:

- a) services to be performed at the Customer.
- b) training and expert advice in other services to be agreed separately.
- c) anything not expressly indicated in the present and subsequent articles.

3.5 Other services by Gasparini S.p.A at its list prices based on separate agreement.

4. CUSTOMER OBLIGATIONS

The customer has the obligation to follow the following indications:

- a) For any assistance request it is necessary to communicate the machine data on the identification plate (affixed on the control panel of the main machine) quoting the serial number of the machine;
- b) Ensure that the personnel responsible for the management of the machinery have been adequately trained;
- c) For safety reasons, only the written correspondence is valid for the instructions to be carried out within the work areas (to avoid errors of comprehension);
- d) All the people involved by the Customer in the use and maintenance of the system must know the relative residual risks and which personal and/or group protection devices to use according to the type of activity carried out.

5. LIMITATIONS OF SERVICE AND LIABILITY

5.1 The only obligation assumed by Gasparini S.p.A. with this service is to work with due diligence and possible to provide the customer with the services provided by appropriately qualified technicians, with the methods and conditions provided.

5.2 Gasparini S.p.A. will not be held responsible for any interruptions or errors or malfunctions of the programs, even if deriving from the provision of its service, except in cases of willful misconduct or gross negligence, Gasparini S.p.A. will be no liable for delays or damage due to reason of force majeure (including corporate strikes or service personnel).

5.3 In any case, Gasparini S.p.A. may not be held responsible for dysfunctions or malfunctions due to:

- a) negligence or carelessness of the Customer in following the instructions for operation and/or maintenance;
- b) execution by person not authorized by Gasparini S.p.A. repairs and/or changes to programs and/or system components;
- c) actions of third parties or any other, run out of control of Gasparini S.p.A. and not deriving from normal operating conditions.

6 APPLICABLE LAW AND JURISDICTION

This document is subject exclusively to Italian law. For any and all disputes arising from this document and, in particular, by its interpretation, execution, resolution or cessation, the Parties establish the Italian jurisdiction and the exclusive territorial jurisdiction of the Court of Venice.