

GENERAL CONDITIONS OF LEGAL AND CONVENTIONAL WARRANTY**Art. 1 – Definitions**

- **Manufacturer/Seller (GUARANTOR):** K-FACTOR SRL, in the person of its legal representative.
- **Customer (BENEFICIARY):** The final purchaser of the Product, consumer or professional, as identified on the invoice.
- **Product:** The appliance and all its original components supplied by K-FACTOR SRL.
- **Legal Warranty:** The protection against defects of the thing sold provided for by articles 128 et seq. of the Consumer Code.
- **Conventional (or Commercial) Warranty:** The complementary warranty, free of charge, governed herein.
- **Date of Purchase:** The date shown on the invoice or tax receipt issued to the Customer by the authorized seller.
- **Assistance Service:** The authorized center designated by K-FACTOR SRL, which can be contacted at service@kfactor.it.

Art. 2 – Object and Duration of the Warranty

1. **Legal Warranty:** For Customers qualified as "consumers" pursuant to the Consumer Code, the Product is covered by the legal warranty of conformity lasting **24 (twenty-four) months** from the date of delivery. In the event of a lack of conformity, the consumer is entitled, at his choice and unless the requested remedy is objectively impossible or excessively expensive, to repair or replace the Product, or to a reduction in the price or to the termination of the contract.
2. **Conventional Warranty:** Regardless of the legal warranty, K-FACTOR SRL guarantees the Product against any defect in material or workmanship for a period of **12 (twelve) months** from the Date of Purchase, and in any case no later than the thirteenth month from the date of shipment of the Product. This guarantee applies to both consumers and professionals. In the event of a covered defect, the WARRANTOR undertakes, at its sole discretion, to repair or replace the defective component.

Art. 3 – Procedure for the Activation of the Conventional Guarantee

1. The Customer must contact the Customer Service Department at the service@kfactor.it address to report the alleged defect and obtain an RMA - Return Material Authorization.
2. The Product (or the defective component identified and authorized) must be sent, **postage free**, to the indicated Service Department, accompanied by a copy of the purchase invoice and the RMA authorization. Transport to the service centre is at the Customer's own risk.
3. K-FACTOR SRL will proceed with the verification. If the defect is under warranty, it will repair or replace it at no cost to parts or labor.
4. The repaired or replaced Product will be sent back to the Customer. Return **shipping costs are borne by the Customer**, except as provided for in Art. 5 (Service Pack).

Art. 4 – Causes of Exclusion from the Conventional Warranty

This conventional warranty is void and does not apply in the event of:

- Damage caused by transport, installation, maintenance or use not in accordance with the instructions in the technical and operating manual.
- Normal wear and tear of consumable components.
- Damage resulting from negligence, negligence, accidents, force majeure (lightning, flooding, fire, abnormal power surges not attributable to the Product), maintenance or repair work carried out by personnel not authorized by K-FACTOR SRL.
- Modifications, alterations or tampering with the Product that have compromised its integrity or operation.
- Use of the Product with non-genuine or unapproved accessories, components, or software.
- Loss of data or information recorded on the Product or connected media.
- Cosmetic damage that does not affect operation.

Art. 5 – Assistance Methods (Basic and Service Pack)

1. **Basic Support (Included):** Provides technical support via email (service@kfactor.it). The shipping costs **both outward and return** for warranty interventions are borne by the Customer.
2. **Service Pack (Optional, Paid):** Must be requested at the time of purchase. In addition to basic assistance, it offers the possibility of direct telephone contact with technical support. For defects covered by warranty, **shipping costs to and from K-FACTOR SRL are borne by K-FACTOR SRL**.

Art. 6 – Limitations of Liability

In no case shall the liability of K-FACTOR SRL, neither for breach of contract nor for unlawful acts, exceed the purchase price of the Product. To the fullest extent permitted by law, indirect, consequential, incidental or punitive damages, including damages for loss of profits, loss of data or loss of business opportunity, are expressly excluded.

Art. 7 – Consumer Rights and Applicable Legislation

1. This conventional warranty is additional to and does not in any way limit the rights of the Client under the **legal guarantee of conformity** (for consumers) or the sales regulations (for professionals).
2. The consumer customer can contact the Alternative Dispute Resolution (ADR) body for the resolution of disputes relating to the warranty. Information on the relevant ADR is available on the European Union website (ODR).
3. These conditions are governed by Italian law.

Art. 8 – Jurisdiction

For any dispute relating to the interpretation or execution of this warranty, for Customers acting as consumers, the court of the consumer's place of residence or elective domicile will have jurisdiction. For professional clients, the Court of Reggio Emilia will have jurisdiction.