

EXTENSION OF THE LEGAL WARRANTY ON THE PARKINO DEVICE

1 GENERAL PROVISIONS

- 1.1 The Parkino Device (hereinafter "**Device**") purchased by the Consumer (consumer meaning any natural person who, in commercial practices, acts for purposes that do not fall within the framework of his commercial, industrial, artisanal, or professional activity) is covered by the guarantee legal compliance required by Italian Legislative Decree 206/2005 (Consumer Code), articles 128 et seq. and protects the Consumer in the event of the purchase of defective products, which work poorly or do not meet the use declared by the seller or for which that good is generally intended. The legal guarantee of conformity has a duration of 2 (two) years from the delivery date of the Device. The producer of the Device is **Parkino S.r.l.**, registered office in Milan in Luigi Cadorna's square 10, tax code and VAT number 06884220960, PEC parkino@pec.it, e-mail info@parkino.com (hereinafter the "**Producer**").
- 1.2 The Producer offers the possibility of extending the legal guarantee for a further 5 (five) years and therefore for a total of 7 (seven) years from the delivery date of the Device (hereinafter the "**Warranty**").
- 1.3 The Warranty temporally follows the legal guarantee of conformity upon the natural expiry of its term (2 years).
- 1.4 To take advantage of the Warranty it is essential to respect the instructions provided in the user manual containing all the instructions for use and maintenance of the Device, both in the initial period of 2 (two) years of legal guarantee and in the subsequent period of warranty extension of 5 (five) years, therefore up to the sixth year.
- 1.5 This Warranty applies to the Italian national market.

2 TERM AND PROCEDURE FOR THE WARRANTY'S ACTIVATION

- 2.1 The Device's Warranty request must be communicated to the Producer within 15 days of delivery of the Device.
- 2.2 Upon purchase of the Warranty, the Producer will send to the Consumer, to the e-mail address indicated by the Consumer at the time of purchase, an e-mail communicating the activation of the Warranty with the purchase invoice and the certificate of warranty extension.
- 2.3 In case of need for assistance during the period of validity of the warranty extension service, the Consumer must show to Parkino S.r.l. staff. or to the authorized technicians duly by the

Producer (hereinafter, jointly, the "Authorized Technicians"), the e-mail communicating the warranty's activation and the warranty's extension certificate.

3 DEVICE VERIFICATION

- 3.1 In the event of a presumed defect, the Device must be made available to the Producer for technical analyzes and to carry out the appropriate checks for as long as necessary for carrying them out; the conditions of the Device must be kept unchanged.
- 3.2 Once the lack of conformity is found, the repair or the replacement of the Device will take place within a reasonable time from the request by the Consumer and without charging any costs.
- 3.3 The replaced components or devices will return to the Producer's property.

4 INABILITY TO REPAIR/REPLACE THE DEVICE

- 4.1 If the Device is not repairable or the repair is uneconomical, the Producer will make available to the Consumer a new Device identical and equivalent to the one previously installed.
- 4.2 If the replacement or repair referred to in point 4.1 is no longer possible, the Consumer, upon returning the defective Device to the Producer, will still be entitled to a refund of an amount equal to the purchase price (including VAT) of the Device to which a 15% reduction will be applied for each year elapsed from the time of purchase to the date of return, as illustrated in the following table:

Return date	Percentage of refund
Within 12 months from the date of purchase	100%
Within 24 months from the date of purchase	85%
Within 36 months from the date of purchase	70%
Within 48 months from the date of purchase	55%
Within 60 months from the date of purchase	40%
Within 72 months from the date of purchase	25%

Within 84 months from the date of purchase	10%
Beyond 84 months from the date of purchase	0%

5 CONDITIONS OF APPLICABILITY OF THE WARRANTY

5.1 The Warranty is applicable only when:

- the maintenance and/or the installation and/or the repair of the Device was carried out by Authorized Technicians;
- the Device is not exposed to mechanical loads that do not comply with its intended purpose;
- the Device is connected, as indicated in the user manual, to a normal socket two-phase current with 220V voltage;
- the reported defect compromises the Device's functionality;
- the Consumer presents the receipt proving the purchase and has regularly paid for the Device.

6 CONDITIONS FOR EXCLUSION OF THE WARRANTY'S EXTENSION

6.1 The presence of one of the following conditions will exclude the Warranty's coverage:

- a) the Device does not present defects attributable to production and/or conformity defects;
- b) the Device has damage resulting from negligence and/or non-observance of the instructions for use and maintenance of the Device as indicated in the user manual;
- c) the Device has been subject to repairs and/or maintenance not carried out by Authorized Technicians;
- d) the Device was moved without the intervention of the Authorized Technicians;
- e) the Device has been subjected to repairs and/or maintenance that do not comply with the specifications and standards of the Producer as indicated in the user manual;
- f) the Device has damage resulting from willful misconduct or negligence of the owner of the Device or any third party has used the Device;
- g) the Device has damage caused by exposure to smoke, chemical agents, animal waste, sea water, saltiness, salt, detergent and other external agents;
- h) the Device with damage due to exceptional and/or unforeseen and/or unforeseeable events, such as fortuitous events and/or force majeure (including power surges, lightnings, fire, short circuit, shock, collision, theft, explosion due to atmospheric agents, flooding or other causes not attributable to the producer), which exclude the traceability of such defects to the manufacturing process of the Device;

- i) the Device has cracks, breaks or damage resulting from frost, oxidation or corrosion;
- j) the Device has damage resulting from tampering;
- k) the Device has damage due to defects in the systems or equipment to which the Device was connected as well as for current and voltage oscillations higher or lower than the tolerance limits indicated in the user manual.

6.2 Maintenance and repair interventions and/or replacement of parts of the Device subject to normal wear and tear are also excluded from the Warranty.

6.3 In the event that, at the Consumer's request, a technical intervention is carried out by Authorized Technicians, the costs of the intervention and any replacement parts will be borne by the Consumer.

7 TRANSFER OF THE DEVICE

7.1 In the event of transfer of the Device, the Producer must be informed in order to keep the Warranty certificate valid.

8 FINAL PREDICTIONS

8.1 Any technical intervention or replacement (partial or complete) of the Device carried out under warranty extension will not give the right to extension or renewal of the same beyond 7 years from the delivery date of the Device.

8.2 In case of replacement of the Device, the residual duration of the warranty certificate is transferred to the replaced Device.

INFORMATION FOR THE PROCESSING OF PERSONAL DATA PURSUANT TO ARTICLES 13 AND 14 OF THE EUROPEAN REGULATION NO. 679/2016 AND CURRENT LEGISLATION.

Parkino S.r.l., with headquarters in Luigi Cadorna's square 10, Milan (MI), (hereinafter "**Parkino**") as Data Controller (hereinafter "**Data Controller**") informs the Consumer ("**Interested Party**") that the personal data acquired will be processed for the exclusive purpose of managing the activities related to the activation of the Warranty, in the terms and methods indicated in the extension agreement.

TYPES OF DATA PROCESSED

The following categories of data are processed:

- a) contact information: name, surname, address, telephone, e-mail, tax code/VAT number and other similar information;
- b) information on the Device: the identification number of the Device, if any, the date of purchase and the place of installation of the Device.

PURPOSE OF THE TREATMENT

The personal data acquired will be processed for the exclusive purpose of managing the relationship with the interested party and the related processing operations connected for the activation of the Warranty for up to 7 years. The data may also be processed to respond to any questions and/or complaints from interested parties. The provision of such data is necessary for the correct management of the relationship with the interested party. Furthermore, the data may be processed for activities related to the application of the Warranty. For these purposes, the Consumer may be contacted by post, telephone, e-mail, text message or instant messaging unless otherwise indicated.

DATA RETENTION

The data will be processed only for the time necessary for the purposes indicated in compliance with the principle of minimization pursuant to art. 5.1.c) GDPR and possibly retained for a further period in the legitimate interest of the Data Controller and for the exclusive purpose of asserting any rights in court.

DATA COMMUNICATION

The data may be communicated:

- a) within the Parkino company: the data may circulate within the Data Controller company within the limits of what is necessary for the pursuit of the purposes indicated above and in any case in compliance with the security measures necessary to avoid phenomena of loss or leakage of the data.
- b) to companies that provide contractual services: personal data will be shared with companies that provide services to the Parkino S.r.l. Company connected to the Warranty.

RIGHTS OF INTERESTED PARTIES

At any time, the interested party may exercise the rights referred to in the articles. 15-22 GDPR such as the right of access, rectification, cancellation, limitation of processing, as well as the right to portability of the data itself, in cases where the processing is carried out by automated means, and of opposition, in accordance with the provisions of the aforementioned legislation. These rights may



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be exercised against the Data Controller by sending an email to privacy@parkino.com or by writing to the Data Controller's office indicated above. You can also contact the Data Protection Officer by writing to dpo@parkino.com.

For further information regarding the privacy policy adopted by the Data Controller, the interested party can visit the website www.parkino.it. For any reports and/or for the exercise of rights related to data processing, the interested party has the right to lodge a complaint with the Data Protection Authority.

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