

FIVE YEAR PRODUCT WARRANTY

1- iGuzzini illuminazione S.p.A. and its subsidiaries ("**iGuzzini**") guarantee that iGuzzini-branded products ("**Products**") are free from manufacturing and/or material defects, provided they are used in compliance with their intended use, for a period of five years from the invoice date.

2- This warranty ("**Warranty**") is issued by iGuzzini to your company ("**Customer**") to cover the standard Products from its catalogues supplied to you.

3- The Warranty shall only be valid provided that:

a- The Products are used in compliance with the Product specifications and user instructions (technical specifications).

b- The Product is installed and assembled by specialised technical staff in compliance with the instructions accompanying the Product.

c- Temperature and voltage limit values are not exceeded and the Product is not subjected to mechanical loads which do not comply with its intended use.

d- For Products installed outdoors:

- Maximum night temperature should not exceed 40°C.

- Minimum night temperature should not be under minus 20° C (- 20° C), unless otherwise specified by technical documentation;

- Maximum day temperature should not exceed 60°C when the Products are off.

- The Products should be switched on/off every day, and used for an average of 4,400 hours a year and in compliance with the technical specifications and installation instructions.

- The Products should be switched on no earlier than 30 minutes after-sunset.

e- As regards the electronic ballasts, the Product is installed with lamps that comply with the relevant IEC specifications in force on the purchase date.

f- Any maintenance carried out on the Product is performed only by specialised technical staff in compliance with the instructions accompanying the Product, and that all modifications/repairs are performed on the Product only following written authorisation and in compliance with the accompanying instructions.

g- The Customer has previously carried out all first-level interventions as described in the instruction manual accompanying the Product.

h- Any defective Product is stored by the Customer in its state as is (including the light source) for the time required by iGuzzini to carry out the necessary checks on the defects/faults claimed.

i- As regards the power-supply components and Products with LEDs, the 5-year Warranty covers no more than 22,000/hours of use (i.e. 12 hours of operation every day): within such limits the Warranty shall be valid for defects exceeding the nominal defect rate of 0.2%/1000 hours of use, unless otherwise stated by the technical specifications relevant to the Product, components and use.

l- The Customer provides iGuzzini with a description and proof of the defect in writing within thirty (30) days from its discovery subject to forfeiture.

m- The Customer has duly paid for the Product in accordance with the payment terms of the relevant sales contract.

n- The Products supplied are installed anywhere in the world apart from the following countries: USA and Canada.

o- The Customer presents the purchase invoice for the Products.

4- The Warranty does not cover:

a- Product defects caused by unforeseen and unforeseeable events, i.e. accidental circumstances and/or force majeure (including electric shocks, lightning) that cannot be ascribed to a defective Product manufacturing process.

b- Defects caused by power disturbances (surges) of a range or duration superior to:

4.b.1) For outdoor pole-mounted Products with an Optismart LED optic

- 6000 V between conductor and conductor (L and N)

- 6000 V between conductor and earth (L and PE, N and PE)

4.b.2) For outdoor products: Linealuce Compact Led, Linealuce Mini Led, Maxiwoody Led COB

- 4000 V between conductor and conductor (L and N)

- 4000 V between conductor and earth (L and PE, N and PE)

4.b.3) For all other Products not indicated in points 4.b.1) and 4.b.2)

- 1000 V between conductor and conductor (L and N)

- 2000 V between conductor and earth (L and PE, N and PE)

- In accordance with IEC 61000-4-5:2005-11.

c- Products in class III if they are used with electronic ballasts and drivers different to those indicated in iGuzzini catalogues.

5- Should the Product be affected by defects covered by this Warranty and provided the terms set forth in sections 3) and 4) above are met, iGuzzini shall be free to decide at its sole discretion whether to repair and/or replace the Product with the same or a similar product - subject to any technological progress that has occurred as from the release of the original Product.

6- The Warranty shall not cover:

a- Any extra costs resulting from the work required to repair the defect (e.g. the costs incurred to assemble/disassemble the Product or transport the defective/repaired/new Product as well as the expenses incurred for disposal, daily allowances, travel, lifting devices and scaffolding). Said costs shall be charged to the Customer.

b- Any parts subject to wear and tear, such as light sources (LEDs excluded), batteries, mechanical parts subject to wear and tear, fans used for active heat dissipation in products with LED sources; as well as software defects, bugs or viruses.

c- Products sold by iGuzzini under the brand of a different manufacturer.

7- Outdoor products are manufactured by iGuzzini with innovative manufacturing processes that ensure high quality in terms of resistance to corrosion, abrasion and flaking. The said Products are covered by this Warranty provided that the defects, if any, affect the structural/mechanical safety thereof and are caused by a defective Product manufacturing process.

The Warranty does not cover paintwork defects caused by contact with the ground, chemical substances, fertilizers, water containing corrosive agents and stray electrical currents.

8- This Warranty does not cover:

a- Light Management Systems on which iGuzzini recognises the legal warranty. For these systems, our five-year warranty may be conceded following a written assessment of the lighting design and relative installation by iGuzzini.

b- wooden poles. With reference to said poles, iGuzzini recognises the legal warranty, however, it is implicitly understood that any legal warranty shall only be valid if the maintenance instructions and usage limits are observed that can be consulted at this link <https://qrco.de/iguzzini-wooden-poles-maintenance>.

9- This Warranty is the sole and exclusive form of guarantee provided by iGuzzini to the Customer regarding its Products and expressly exempts any other explicit and/or implicit right of warranty the Customer may be legally entitled to. The Customer therefore waives in the widest interpretation of the law, this right as well as any other guarantee provided by iGuzzini, apart from the application of inviolable laws regarding product warranties.

10- The Customer has no right to claim anything more from iGuzzini in relation to defective Products. More specifically, iGuzzini cannot be charged for the cost of conserving faulty/defective products, or any other financial burden or compensation for damages, and the Customer shall also have no right to ask and/or claim for payment deferrals, reductions in price, or rescinding the supply contract.

11- This Warranty is valid for the purchase of Products invoiced from the date indicated below on which it becomes legally effective. iGuzzini reserves the right to amend this Guarantee at its discretion and at any time. Any changes to the Warranty shall be valid for the purchase of products invoiced from the date on which the change becomes effective.

12- The conditions indicated in this document shall be governed by and interpreted in compliance with Italian law.

Any dispute regarding the aforementioned conditions and, in any case, any dispute deriving from the interpretation and/or execution of these conditions shall be judged by the competent Italian judicial authorities in the place where iGuzzini is based (the Macerata Court of Justice).

Legally effective as of: 01.10.2023