

Bertinoro, 28/08/2020

## **5 YEARS WARRANTY - LIGHTING FIXTURES WITH LED LIGHT SOURCE**

**Buyer:**

**Offer/Order confirmation n°:**

**Project:**

**Products:**

By way of partial derogation of contract terms between the parties and to extend statutory warranty, GMR ENLIGHTS SRL (Seller Company) provides the following warranty accepted by the buyer:

**1)** The products marked GMR ENLIGHTS SRL, where properly used, in accordance with technical specifications and in compliance with the following indications, are guaranteed for 5 (five) years from the invoice date. The warranty covers paint or mechanical defects, excluding environments or places with the presence of corrosive gases, places with very aggressive atmospheric conditions or near oxidised ferrous items and in the case of the use of cleaning fluids containing chemicals that the surface treatment of the product is unable to withstand. Furthermore, increased strain may occur in the operating conditions of products installed near the sea at a distance of less than 200 metres from the beach or seashore, due to salt and sand deposits that may be transported by the wind and which can accumulate on exposed surfaces and soffits. Over time, this may result in an abrasive effect that can reduce the thickness of the paint or varnish coating on the product and subsequently lead to corrosion. Typical weather conditions found in marine-coastal areas feature high levels of humidity and temperature changes, therefore products installed in these areas require more frequent and specific maintenance. Periodic servicing is therefore recommended, at regular intervals, at least on an annual basis. The frequency of servicing should be assessed based on the state of degradation of the paint or varnish coating, and maintenance work should be appropriately designed to remove all salt residue and sand that has been deposited on the product surfaces.

**2)** This warranty constitutes the sole and exclusive form of product warranty provided by the supplier to the customer.

**3)** To obtain the repair/replacement of a product covered under this warranty, the customer must send a written notice to the supplier by email to [sales@gmrenlights.com](mailto:sales@gmrenlights.com), within 30 days of the discovery of the fault and/or defect, as specified in point no. 9 "Fault reporting procedure".

**4)** If the disputes persist regarding the existence of defects, the Purchaser will have the burden of carrying out without delay pursuant to art. 1513 c.c. verification of divergence on product quality or condition, or defects.

**5)** The warranty is valid only if the following conditions are met:

- a) the products are used in compliance with the relevant product technical specifications.
- b) the products are installed and maintained by qualified personnel in accordance with the assembly and installation instructions supplied with the product.
- c) the warranty covers products for a maximum use of 4,200 hours/year, for 5 (five) years, equal to an average use of 11.5 hours per day. The electronic ballast is under warranty, within the 5 (five) years covered by the warranty, for use at a Ta of 25°C.
- d) upon presentation of a certificate of conformity and systems testing, issued by qualified and licensed personnel.
- e) payment for the product was carried out within the contractually agreed deadline.
- f) no modifications have been made to, or other work of any kind have been carried out on, the product, and it has not been treated with chemical agents or altered in any other way without prior written authorization from the Supplier.
- g) the ambient temperature limit values (Ta) and the supply voltages (Vin) including related tolerances are not excessive, and the product is not subjected to mechanical loads that do not comply with its intended purpose.

In the absence of the conditions listed above, the Seller will be exempt from any liability.

**6) The warranty does not cover:**

- a) the depreciation of the luminous flux emitted by the LED light sources up to 30% of the initial flux, see point no. 6 and point no. 7.
- b) product defects deriving from unforeseen and unforeseeable events including, by way of example but not limited to, an act of God and/or force majeure, vandalism, public disorder, fire, extreme weather conditions, electric discharges, lightning strikes and any other event that precludes the fault/defect from being ascribed to the manufacturing process of the product;
- c) faults deriving from impulse disturbances (surges) exceeding the limits established by current regulations regarding an amplitude greater than 1000V between conductor and conductor (L and N) and 2000V between conductor and earth (L and PE, N and PE) that have continued for longer than the standard indicated in IEC 61000-4-5: 2005-11 and subsequent amendments and additions;
- d) faults deriving from a product that has been tampered with or previously repaired without prior written authorization from the supplier.
- e) any incidental or ancillary costs deriving from the repair of the fault and/or defect, the cost of removing and assembling the products, labour, transport costs and any other costs or expenses incurred for the repair of the fault and/or defect, which will remain the responsibility of the customer. The repair or replacement of the product does not include costs or expenses for removal or reinstallation.
- f) all material subject to normal deterioration following prolonged use over time.
- g) any loss or damage of any nature to equipment or other objects resulting from the malfunction of the product.
- h) improper use, transport, or unloading of the product on-site, or damage result from incorrect installation or improper use or negligence.
- i) electrical components that are subject to wear that is similar to the normal wear and deterioration of consumable materials.
- i) in cases in which the lifespan of the product falls within the nominal failure rate implicit in each electronic device as per the reference data indicated in the technical documentation.
- m) the malfunction or breakdown of remote-control modules, antennas, or other electronic equipment for remote operation, installed inside the lighting fixture, expressly requested by the customer or supplied for manufacturing purposes directly by the customer.
- n) the malfunction or breakdown of the lighting fixture, LED drivers and modules, of whatever nature, caused by remote control systems specifically requested by the customer and installed inside the fixture.

**7) Should the product present faults and/or defects covered by this warranty, the supplier may, at its sole discretion, repair and/or replace the product with another product that is equal or equivalent to the energy and lighting performance of the faulty product, and compatible with level of technology present in the original product, within the call-out times for technical repairs that it deems necessary. Any service work on or replacement (partial or complete) of the product under warranty shall not entitle the customer to an extension or renewal of the warranty beyond 5 (five) years of the invoice date, since any such action by the supplier does not constitute an extension or renewal of the legal relationship between the parties.**

**8) Pursuant to this guarantee, it is agreed that the restoration intervention referred to in point 7 above must be considered fully satisfactory for the Buyer of all patrimonial and non-patrimonial damages suffered and suffered, directly and indirectly, among the by way of example, the non-profit and / or lower savings, shipping and travel costs, assembly and installation on site, other costs, damage to equipment or things are listed by way of example. The damage caused by the late completion of the remedy of art. 1513 c.c.**

**9) Fault reporting procedure:**

- a) the customer must inform the supplier in writing by sending a notification by email to sales@gmrenlights.com.
- b) The notification must include the following information:
  - code and/or type of the lighting fixture.
  - transport document number.
  - invoice number.
  - number of products affected by the fault and/or defect.

- place of installation.
- copy of the certificate of conformity and systems testing issued by qualified and licensed personnel.

The warranty will be accepted upon presentation of certification relating to the correct installation and operation of the electrical system to which the product is connected.

Thereafter, the supplier will issue authorisation to the customer to return the material to be repaired or replaced.

Items that the supplier has not expressly issued authorisation to be returned will not be accepted.

After analysing the failure, the supplier will inform the customer of its findings and whether or not the product is covered by warranty.

If the fault is covered by warranty, the supplier will repair or replace the product at its sole discretion, as mentioned at point 7.

If the fault is not covered by warranty, the supplier will inform the customer of the cost required to pay for the repairs and will carry out these repairs only after the customer has given written consent.

The supplier can charge the customer for the costs of returned products that are not defective or non-compliant, together with handling and testing costs.

In case of disputes over the existence of the defect, the Purchaser will have the burden to instigate the remedy in accordance with art. 1513 of Italian Civil Code and it will still be required to make overdue payments. The absence of defects implies the obligation of the Purchaser to reimburse the internal verification and ATP costs.

**10)** The possible declaration of nullity of this warranty, even if it is related to only one single term of the warranty, will imply the total ineffectiveness, with the consequent application of the term of the contract regulating the warranty in accordance with the manner and timing established between the parties in the main contract.

**11)** The Court of Forlì will have exclusive jurisdiction in all disputes arising from or in connection with this warranty. In the event of technical disputes, the parties will submit the product in dispute to appraisal by a third-party expert appointed by mutual agreement or, in the absence of an agreement, by the President of the Court of Forlì.

By acceptance of this warranty as integral part of the Contract.

GMR Enlights srl

Buyer

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