

## **DECLARATION FOR LINEA LIGHT GROUP PRODUCTS 5-YEAR WARRANTY**

### **1. SUBJECT.**

**1.1** With this Declaration, the company Linea Light s.r.l. ("Linea Light Group") guarantees its Customers (identified pursuant to article 1.4), following activation of the Warranty (disposed pursuant to article 1.2), that the standard products in its catalogues ("Products") and bearing one or more brands belonging to Linea Light Group are free of original manufacturing and/or design defects for a period of 5 (five) years from the invoice date.

**1.2** For the purpose of activating this Warranty, the Customer must fill in the appropriate form on the Linea Light Group website ([www.linealight.com](http://www.linealight.com), *Warranty* section), following the instructions indicated there and after acceptance of the terms and conditions expressed here. It is also specified that filling in the Form presumes possession on the part of the Customer of the order confirmation issued by Linea Light Group. This request must be sent within and no later than 90 (ninety) days after the merchandise invoice date.

**1.3** It is, however, understood that activation of the Warranty following the request made by the Customer by filling in the aforementioned form, will take place only after specific decision made by Linea Light Group, who will provide evidence of such to the Customer. In particular, Linea Light Group reserves the right to this decision assessing various elements (for example, the Customer's solvency, characteristics of the Project for which the Products are purchased, etc.). In any case, it is possible that activation may not take place with reference to supplies of Products destined for projects the net value of which is lower than €3,000.00 (three thousand/00) (more specifically, this value must be understood to refer to the supply of Products destined to a single Project and with a single destination). In the event of no activation, the Legal Warranty remains valid anyway and the Customer will not in any case be able to claim any right or request compensation or indemnity.

**1.4** The Warranty also operates solely with reference to the Products supplied to professional Customers ("Customers"), understood to be economic operators in the sector who purchase the Products directly from Linea Light Group for subsequent sale of the same in the realisation of a specific Project, for which they must provide all the relevant information. As an example, retail shop managers, retail shop chain managers and organised large distribution managers can consider themselves to be Customers. This warranty will therefore not operate, under any circumstances, in favour of the end consumer, for whom the reference national standards prevail which can be claimed directly with the reseller.

**1.5** The Warranty is also granted exclusively to the Customer who purchased the Products directly from Linea Light Group and does not extend to any further third-party purchaser. No one is authorised in any way shape or form to change, modify or extend the terms of the Warranty on behalf of Linea Light Group in any condition.

**1.6** In the event that the Customer's request is accepted, Linea Light Group will provide a "unique identification code which the Customer must keep and mention in all cases of exercising Warranty rights.

### **2. WARRANTY TERMS.**

**2.1** The Warranty covers original design and/or manufacturing defects of the Products that appear within 5 (five) years of the invoice date. The defect must be reported to Linea Light Group – in accordance with the subsequent article 5.1 – within 60 (sixty) days of discovering it. It is understood that, upon receiving the goods, the Customer is responsible for checking conformity with the purchase order. Any disagreements in terms of quantity, type, aspect and anything else that can be ascertained by means of a visual check (apparent defects), must simply be reported in writing within a maximum of 8 (eight) days of delivery. In the meantime, the contested items must not be installed, nor must they be tampered with. In the case of requests sent after this deadline, the Products will be considered compliant for all intents and purposes and the dispute will be rejected.

**2.2** In order to take advantage of the Warranty, the Customer must provide detailed documentation as confirmation of observance of the conditions accepted at the time of the request.

**2.3** Moreover, the Warranty is valid only for the first installation of the Products. Any subsequent installations cannot be considered covered under Warranty.

### **3. WARRANTY CONDITIONS. - validity**

**3.1** The Warranty can be applied exclusively on the condition that:

- the Product is used in accordance with the foreseen intended use, in accordance with the Product specifications and that the tags/labels have not been removed;
- the Product is correctly installed by qualified technical personnel in full compliance with the relative instructions made available by Linea Light Group;

- maintenance has been carried out following the foreseen instructions and repairs;
- carried out or authorised by Linea Light Group;
- the Customer has observed the agreed upon payment terms;
- the decrease or deterioration of the luminous flow is greater than 0.6% for 1000 hours of service with respect to the initial value and/or the mortality of the LED is greater than the rated failure rate of 0.2% for 1000 hours of use and/or the claims concerning differences of shade and luminous flow are in the area of the same Product supply;
- the Product is used in environments with temperatures no higher than 35°C.

#### 4. WARRANTY CONDITIONS. - exemption

4.1 The Warranty cannot be applied for:

- Product installed in inadequate environmental conditions;
- damages caused by negligence in installation/maintenance operations or unauthorised repairs or, if authorised, carried out with non-original replacement parts and non-compliant procedures;
- damages caused by excessive mechanical loads, non-compliant with the intended use of the Product and its characteristics;
- defects that, in any case, do not compromise the structural and/or mechanical safety of the Product;
- damages consequent to atmospheric events, malicious acts and other accidental events that rule out the traceability of said deficiencies to the Product manufacturing process;
- painting deficiencies caused by contact with the ground, chemical substances, fertilisers, water containing corrosive agents and stray electrical current;
- Product used with power supply other than that indicated in the Linea Light Group catalogues or Products that use a power supply manufactured by third parties not authorised by Linea Light Group;
- Product installed in systems that have an imbalance (voltage/current) with a power factor inferior to 0.8;
- Product installed on systems without protection systems against surges of any nature (e.g.: lightning);
- systems where the Products installed on the same line (Phase-Neutral) exceed a quantity of 30 (thirty) (should the magnetic-thermal breaker upstream of the system be 2 or 3 pins, the maximum number of devices must be reduced by 20% / 30% respectively and protected by a C 16° type magnetic-thermal breaker).

4.2 In any case, it is understood that Linea Light Group will not bear any expenses other than those associated with the repair and/or replacement of the defective Product, including but not

limited to, the costs of disassembly and reassembly, any costs sustained to access the installation site (example: scaffolding, elevators, opening of spaces during night hours, operations by third parties), the Product transport expenses to the Linea Light Group site and back to destination. Moreover, no compensation and/or indemnity can be claimed for damages, direct or indirect, of any nature stemming from the lack of or limited use of the defective Product and/or its sale, nor can recourse actions be exercised against Linea Light Group.

#### 5. WARRANTY PROCEDURE.

5.1 In the event that a Product defect is found during the Warranty period, the Customer must send a specific request in writing to the Linea Light Group Post Sales Office, indicated their data (name, address, telephone number), the identification code assigned when this warranty was issued, specifying in detail the defect(s) found and the conditions of use of the Product in question.

5.2 In the event that the ascertained defectiveness of the Product should fall within the scope of this Warranty, Linea Light Group shall proceed, at its discretion, with replacement of the Product (partial or entirely and with an identical Product or one similar in design with equal or superior performance), or with repair of the Product, or by reimbursing the Customer for the value of the purchase concerning the defective Product.

5.3 Replacement of the Product or its components does not trigger a new warranty (on the replaced Product or its replaced components) and the Product is to be considered covered by only the one Warranty.