

WARRANTY DECLARATION LIMITED TO THE “i-LèD” LINE PRODUCTS

1. SUBJECT MATTER.

1.1. By virtue of this declaration, the company Linea Light S.r.l. (hereinafter also referred to as the “Manufacturer”) grants to its Clients, for the period specified under article 3, a warranty on the products of the i-LèD line (hereinafter also referred to as the “Products”, or as the “Product” when referred to only one of them) against any original manufacturing and/or design defects. This warranty, therefore, does not cover any products bearing trademarks other than those of the i-LèD line, even if they are sold by the Manufacturer as well as the products related to power supply and light control systems, or provided with strip light sources, 5mm LEDs and SMD LEDs.

1.2. It is hereby specified that the Manufacturer reserves the right not to activate this warranty in case of supplies of Products intended for projects with a net value below 5,000.00 (fivethousand/00) Euros. The minimum value of 5,000 Euros refers to the supply of products for a single project with a single purpose.

1.3. This warranty is to be applied according to the terms and conditions specified below. Moreover, this warranty is to be applied only for the Products supplied to Professional Clients, i.e. to those entities belonging to the sector that purchase the Products directly from the Manufacturer for the purpose of their future sale. Such entities may include, but are not limited to, managers of specific retail shops, managers of retail chain stores and those of large scale retail channels. This warranty, thus, shall never apply in favour of a final user, for which the national laws and regulations of reference remain in force and will be enforceable directly against the seller itself.

1.4. In order for this warranty to be activated, the Client shall expressly request it to the Manufacturer by filling in the specific form (“Request form for the i-LèD 5-year Warranty”) following the instructions contained therein and shall send it to the following e-mail address: warranty@linealight.com. The filling in of the “Request form for the i-LèD 5-year Warranty” implies that the Client already received the order confirmation for the supply the requested warranty shall cover.

1.5. The Manufacturer reserves the right, at its sole discretion and within 7 (seven) days from the receipt of the relevant request, to assess if the conditions necessary for granting the warranty apply. It shall then communicate the Client if the warranty is granted or denied. In any case, the Manufacturer reserves the right to accept or deny the request to activate the warranty submitted by the Client by filling in the abovementioned form. The warranty shall therefore be valid only after being expressly accepted by the Manufacturer. Should the latter refuse to activate the warranty, the Client shall not be entitled to claim any right, compensation or indemnity.

1.6. Should the request be accepted, the Manufacturer shall provide the Client with an “identification code” to be used any time the latter exercises this warranty.

2. NON TRANSFERABILITY OF THE WARRANTY.

2.1. This warranty is exclusively granted to the Client which purchased the Products directly from the Manufacturer, and may not be extended to any third parties.

2.2. Pursuant to the provisions of the previous article, the Client is expressly forbidden to transfer, either in full or partially, this warranty to third parties.

3. WARRANTY TERMS.

3.1. The warranty covers any original design and/or manufacturing defects of the Products which appear within a period of five (5) years from the invoice date.

3.2. The defect shall in any case be reported, under penalty of invalidation, within 60 (sixty) days from its detection. It is, in any case, agreed that the Products must be verified and checked on arrival, also as regards their compliance with the purchase order. Any discrepancies concerning the quantity, kind or type of the Products supplied, as well as the presence of any manifest defects, that is to say defects that may be detected with a simple visual control of the Product, shall always be reported in writing, also via fax, nor later than thirty (30) days from the receipt thereof, specifying all the details for an immediate control, including the identification code. After such period, the Products shall be deemed as accepted for all purposes and the Client shall not be able to enforce any manifest defect of the Product.

4. WARRANTY EXCLUSIONS.

4.1. In order for this warranty to be valid, Products shall be installed by qualified staff and shall be used, kept and maintained in compliance with the technical sheet and instruction sheet provided with each Product or with the iLèd catalogue or with any documentation supplied by the Manufacturer, provided no plates or labels are removed.

4.2. In any case, the Manufacturer shall not be held liable and, thus, the Warranty shall not be applicable, in case of:

- improper use of the Product or use in ambient conditions and/or with power supplies different from those specified by the Manufacturer in the enclosed documentation mentioned above;
- incorrect installation of the Product and/or maintenance not carried out according to the instructions provided for this purpose by the Manufacturer;
- alterations of, or repairs to, the Product which are carried out without the prior written authorisation of the Manufacturer or, in any case, which are not in compliance with the instructions provided by the latter;
- excessive mechanical loads not compliant with the intended use and the features of the Product;
- defects not affecting the structural and/or mechanical safety of the Product;
- damage due to weather events, malicious acts and other accidental events not connected to the Product manufacturing

process;

- other acts or omissions ascribable to the Client: the reporting of the defect after the 60 (sixty) day period or 30 (thirty) day period, in case of manifest defects, as provided for by article 3.2; failure to keep the defective Product for the time necessary to carry out the required checks; failure to pay, pursuant to the relevant conditions agreed between the Client and the Manufacturer, for the supply to which the defective Product refers.

4.3. Furthermore, the Manufacturer shall not be held liable and, thus, the Warranty shall not be applicable, in case of:

- reduction or deterioration of the luminous flux up to a value equal to 0.6% per 1000 service hours compared with the initial value;
- LED mortality equal to or below the nominal failure rate of 0.2% every 1000 usage hours;
- any differences of tone and luminous flux due to successive supplies of the Product.

4.4. Finally, it is understood that the Manufacturer shall not bear any expenses other than those directly related to the repair and/or replacement of the defective Product, such as, but not limited to, the expenses for the removal, dismantling or re-installation of the Product, loss of title, travel expenses, costs related to the supply of replacement products (if any), transportation costs and any accidental or indirect damages resulting from failure to use the Product, or in any other situations not specifically covered under this warranty. Costs related to the transportation of the Product to the offices of Linea Light S.r.l. and return to destination are also excluded.

5. WARRANTY CLAIMS.

5.1. Should a defect of the product be detected during the period of validity of this warranty, the Client shall be required to forward to the Manufacturer - to the Post Sale service of the latter (claims@linealight.com) – a specific written request which shall include the personal data of the Client (name, address, telephone number), the identification code provided upon granting this warranty specifying the details of the defect/s detected and of the conditions of use of the Product in question.

5.2. If the examination of the Product and the content of the warranty claim evidence that the defect is not covered by this Declaration, the Client will be contacted by the Manufacturer directly and will be informed of the cost for repairing the Product. By accepting the quotation given, the Client implicitly recognises that the product is not repaired under the terms of the warranty.

5.3. Should a defect in the Product be ascertained, the Manufacturer shall, at its own discretion, repair it or replace it with a similar or equivalent product, consistently with the technological progress occurred.

6. DAMAGE AND/OR ADDITIONAL EXPENSES.

6.1. Except in case of gross negligence or wilful misconduct, the above provisions of this warranty exclude any other liability of the Manufacturer however generated in the Products supplied or by their resale. In particular, no compensation and/or indemnity may be claimed for any direct or indirect damages of any nature whatsoever resulting from the failure to use, or from the limited use of, the Products.

7. APPLICABLE LAW AND JURISDICTION

7.1. This warranty is governed by the laws of the Republic of Italy. Any disputes related to the performance or construction of this warranty or of any further legal guarantees, shall fall under the exclusive jurisdiction of the Court of Treviso (Italy).

8. ENTIRE AGREEMENT. OTHER RIGHTS.

8.1. The commitments of the Manufacturer, the conditions to enforce the warranty of the Product and the terms of its validity are only those provided for in this warranty. The Manufacturer does not authorise any third party to extend the period and/or the conditions of this warranty nor to assume any other obligations or liabilities on behalf of the Manufacturer as regards the Products covered by the warranty.

8.2. This warranty absorbs and replaces any legal guarantees against defects and deficiencies, and excludes - to the extent provided by law - any other possible warranty and/or liability of the Manufacturer however arising from the Products supplied. Thus, any further right and/or warranty related to the Products and the use thereof not provided for herein shall be deemed as expressly excluded. Furthermore, this warranty supersedes any other oral or expressed warranty or representation given prior to the purchase of the Product.

8.3. The original warranty text is written in Italian, and the Italian text shall prevail as the original text.

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