



# WARRANTY

## for LED lighting fixtures

### 1 - PRODUCTS

This warranty is provided by SFILIGOI SRL located in Via A. Magio, 21, 36061 Bassano del Grappa (VI) for the supply of products identified as LED fixtures.

### 2 – WARRANTY DESCRIPTION AND PERIOD

Without prejudice of the legal warranty, SFILIGOI SRL warrants that the Products will be free of manufacturing defects for a period of 5 (five) years from the date of invoice.

According to the model required, the warranty period is specified on sales conditions.

The determination if a product is really defective shall be made by SFILIGOI SRL, considering the overall performance of the product.

Please note that despite careful quality control and testing of individual devices, made at our factory and at our laboratories, because of the intrinsic technology of LED and its technological progress, there could be a fault to the single LED chip during the life of the product.

The tolerance of color temperature at nominal value is of +/- 150 °K.

The tolerance of electric absorbed power at nominal value is of +/- 10 %.

### 3 – WARRANTY TERMS AND CONDITIONS

The limited warranty is applicable only when:

1. The products are installed, used and maintained in accordance with the technical specifications indicated on the product marking (with specific reference to the voltage and the working temperature), with the instructions provided with the product and standards in force. The product should not be subjected to mechanical loads not conform to the intended use
2. Installation, which must be done in accordance to best practice, and maintenance are performed by qualified personnel
3. The reported defect compromises the functionality of the product
4. The product has not been in any way modified, altered or treated with chemicals agents or in any other way, without a prior written authorization of SFILIGOI SRL
5. The product covered by this warranty shall be kept at SFILIGOI SRL disposal for further technical analysis and for the time necessary to do it
6. The defect must be notified in writing to SFILIGOI SRL within 30 (thirty) days since the date of the receipt (in case of apparent defects) or since the discovery of the defect (in the case of visible defects)
7. The Customer has completely paid the product.

In case the defect is recognized by SFILIGOI SRL, SFILIGOI SRL will choose, in its sole discretion, to repair or replace the product with the same product or with equivalent products, taking into account the technical evolution of the products and of their components.

Any technical intervention or replacement (partial or complete) of the product made under warranty will not however extend the warranty over the established years from the date of delivery, as the legal relationship between the parties does not renew.

The reparation or replacement of the product does not include any removal or reinstallation costs or expenses.

SFILIGOI SRL will not be liable and therefore not reimburse any consequential losses incurred as a result of a defective product, such as shipping costs, assembly costs, installation costs on site, loss of profit, purchasers' overhead costs.

#### 4 - EXCLUSIONS AND LIMITATIONS

This limited warranty:

1. Does not include labor costs and expenses related to the assembly and disassembly of the LED fixtures at the Customer site and all transport costs of the defective products (each way). Those costs will be at Customer's charge.
2. Does not include electrical components subjected to wear, which can be assimilated to consumable items (for example lamps, igniters, batteries, DC)
3. Does not include products built according to specific Customer's requests (custom products)
4. Does not include damage to the product caused by negligence, transportation, unforeseen and unforeseeable events that do not fall under normal conditions of use referred to at point 3.1 (eg electric shock and lightning)
5. Risk of goods shall pass to Customer when the goods are delivered to the forwarder/carrier from SFILIGOI SRL
6. Does not include damages caused to the products by the Customer after delivery of the goods. Customer has the full responsibility for all handling, control and storage of the goods upon reception
7. Is void if the product is not used for the purpose for which it has been designed
8. It does not apply if the device is put into operation in direct sunlight.
9. Does not include all the components and parts which are subject to natural usury (including plastic parts such as polycarbonate and PMMA that discolour or embrittle due to the natural ageing process); as well as software defects, bugs or viruses.
10. Under no circumstances SFILIGOI SRL will be responsible for incidental, compensatory, consequential, indirect, special or other damage. The responsibility of SFILIGOI SRL for a product defect is in any case limited to the amount paid for the defective product.
11. This limited warranty is the only warranty provided by SFILIGOI SRL and is granted with exclusion of all other warranties, express or implied, for example warranties of merchantability or eligibility for a particular purpose.
12. This limited warranty is valid when products are switched on for a maximum of 4000 hours per year. This means that the product stays switched on for an average of about 12 hours a day for one year (operation during the night and not exposed to direct sunlight).
13. A product has to be considered defective only if the drop in the value of the luminous flux is higher than 30% of the initial value.
14. The drop in the value of the luminous flux due to the presence, in the illuminated area, of chemical agents and aggressive substances for LEDs is not covered by the warranty.
15. The colour tolerance of LED modules is not covered by the warranty.
16. In the case of new LED modules, the luminous flux and the performance are subject to a tolerance of +/- 10%.
17. All relevant technical data are mentioned in the product and application specifications (particularly according to the specification sheet, product brochure and the like). In the case of subsequent deliveries of LED modules, due to technical progress and usage-induced change in the luminous flux and light colour, there may be deviations in light properties with regard to the original products.
18. This warranty applies to national and international markets.
19. Any tax, fee, custom and/or any other duty of any nature imposed by a governmental authority for the business transaction between SFILIGOI SRL and Customer will be paid by the Customer, in addition to any price already quoted and/or invoiced.

#### 5 – TECHNICAL DISPUTES

In case of dispute the parties shall submit the technical product to a third expert appointed by common agreement between the two parties or, failing the agreement between them, by the president of the Court of Vicenza (VI). The expert judgment will be binding on both parties.

#### 6 - APPLICABLE LAW AND JURISDICTION

The execution, interpretation and all issues concerning the validity and effectiveness of this standard warranty will be governed by Italian law.

The Court of Vicenza (Italy) will have exclusive jurisdiction in all disputes arising out of or in connection with the Warranty.

Read and accepted

---

*(signature and stamp)*