

LED LIGHTING DEVICES 5 YEAR WARRANTY EXTENSION

1. PURPOSE

This Warranty Extension (hereinafter "Warranty") is issued by Palazzoli S.p.A., with registered office at Via F. Palazzoli, 31 - 25128 Brescia (Italy) in favour of the Customer, in order to extend the services supplied with *Palazzoli* or *Stral* brand products with LED lighting technology bearing the wording "5 YEAR WARRANTY" in the technical data sheet of the individual item (hereinafter "Products").

2. WARRANTY DESCRIPTION AND DURATION

Without prejudice of the "General Conditions of Sale and Supply" published on the www.palazzoli.com website, which the Customer, by agreeing to this Warranty, declares that he is familiar with and accepts in their entirety, Palazzoli extends the Warranty against manufacturing defects relating to the Product for a period of 5 (five) years with effect from the invoice date, with all forms of wear and tear excluded.

Verification of Product defects will be undertaken by skilled Palazzoli staff, who will assess them on the basis of the general performance declared in the Product technical data sheet.

The Warranty must be activated through registration on the www.palazzoli.com portal using the form provided within 30 (thirty) days from the date of purchase stated in the invoice. After registration, the Customer will receive confirmation of activation, which must be kept for the 5 (five) years of the Warranty. In the event of failure to activate the Warranty, the Product will still be covered by the Warranty defined by the "General Conditions of Sale and Supply" referred to above.

This Warranty does not cover Atex products.

3. WARRANTY TERMS AND CONDITIONS

The Warranty Extension is only valid in favour of the Customer in whose name the sales invoice was issued and only for Products purchased subsequent to the edition date specified in the heading of this document (*). Applicability of the Warranty is conditional on compliance with the following conditions:

- a. the Product must be stored in suitable premises and installed by skilled staff in accordance with the assembly instructions supplied with it;
- b. the Product must be used and maintained in accordance with the technical specifications, taking care to avoid the build-up of residues on the clear and radiant parts, and in accordance with the legal provisions and regulatory requirements in force at the time of purchase;
- c. the permitted temperature and voltage limits as stated in the technical specifications must not have been exceeded;
- d. no modifications or work of any kind must have been done on the Product without Palazzoli's prior written authorisation;

- e. the Product must have been used in categories of use C1-C5 in accordance with the ISO 9223-2012 standard, and in accordance with the relative technical specifications;
- f. the Customer must keep any Product assumed to be defective exactly as it is, and return it to Palazzoli to allow the checks necessary for the identification and elimination of the fault;
- g. the Product must not have been subject to any mechanical and/or chemical stress;
- h. payment must have been made for the Product at the agreed contractual due dates.

In case of faults and/or defects in the Product covered by the Warranty, Palazzoli will, at its own discretion, repair the Product or replace it with another one identical or equivalent in terms of mechanical, energy consumption and lighting technology performances, within the technical times necessary for this to be achieved. The dimensions and design of the replacement product may differ from the dimensions and design of the original.

Any technical work to repair or partially or completely replace the Product shall not entitle the Customer to extensions or renewals of the Warranty beyond the 5 (five) years from the date of the first invoice.

4. EXCLUSIONS AND LIMITATIONS

The Warranty is limited to the repair or replacement of the Product, and does not cover the additional expenses for the restoration of the system, such as (but not restricted to) removal and assembly costs, lifting equipment or scaffolding, and/or costs related to damage arising from the occurrence of a problem in the system and/or the costs related to consequent, special, incidental or purely financial damages, including the loss of return on capital/profit, damage to property, work stoppages, machine down-times, loss of output, traffic diversion, and so on, the freight costs for the faulty Product and any other charge or expense incurred for the repair of the fault and/or defect, or any damage to equipment and property arising from the malfunction of the Product, which shall be payable by the Customer.

It should be noted that the Warranty covers, within its 5 (five) years, up to a maximum of 20,000 hours of service of the Product, equivalent to an average of 11 (eleven) hours' operation per day.

This Warranty Extension does not apply to any components to complete the Product supplied by the Customer for installation and/or procured by Palazzoli on the Customer's instructions (e.g. electronic regulation or remote control modules). In these cases, the repair expenses and the relative additional expenses shall be entirely payable by the Customer, in accordance with the Warranty terms and conditions applied by the Producer of the component concerned, which must be verified by

the Customer. The Customer undertakes to relieve and/or release Palazzoli from all responsibility and in all cases undertakes not to make any claim against Palazzoli for direct, indirect or consequential damage of any kind, loss of earnings or losses deriving from the faulty component.

The Warranty over the Product does not cover:

- a. defects arising from unforeseen and unforeseeable events, such as, but not limited to, vandalism, riots, fire, exposure to overvoltages, exposure to electrical or electromagnetic fields, extreme weather events, sand or scratches, chemical and/or biological influences, overheating, impacts, vibrations and any other event which means that the fault cannot be blamed on the Product's manufacturing process;
- b. defects arising from power surges on electrical lines in excess of the limits set by the relevant standards: IEC 61000-4-5:2005-11 and IEC 61547:2009 as amended and supplemented;
- c. faults arising from a Product which has been tampered with or previously repaired without Palazzoli's written authorisation, and not maintained in accordance with the specifications;
- d. faults arising from operation in conditions other than those declared in the technical specifications, with reference in particular to the average operating hours per day, the number of switch-ons per day and the ambient temperature of use;
- e. routine maintenance expenses and all material subject to normal wear and tear further to prolonged use over time;
- f. defects arising from misuse, or incorrect installation or use;
- g. impossibility of repairing or replacing products due to changes to the technology and/or the regulations which even partially prevent their use;
- h. a minimum reduction of 20% in the flow of LEDs or a higher value if specified in the Product's technical data sheet, since this is an intrinsic characteristic of LEDs;
- i. the switch-off of a percentage of single chip LEDs of less than 20% of the total number of LEDs, with a minimum of 3 LEDs per single product. For example (but not only), multi-chip LEDs must be considered as 4 single-chip LEDs on the basis of their construction characteristics;
- j. damaged surfaces below 5% of the entire surface of the lighting device;
- k. variation in surface colour of lighting devices installed outdoors at a distance of less than 5 Km from the coast;
- l. device settings or parameters which change due to wear and tear;

- m. the colour tolerance of LED modules, light flow and performances are subject to a tolerance of $\pm 10\%$ in case of a new LED module. All the relevant technical data are provided in the Product and application specifications. In case of successive deliveries of LED modules, there may be differences in the lighting characteristics compared to the original products due to technical progress or variations caused by use in products' light flow and colour temperature.

Together with the "General Conditions of Sale and Supply", this Warranty constitutes the only and sole form of warranty on the Product supplied to the Customer by Palazzoli.

No additional claims other than those covered by this Warranty may be made against Palazzoli. Moreover, no expenses relating to the storage of the faulty Product may be requested or charged.

Under no circumstances shall the total amount of Palazzoli's overall liability for the faulty Product exceed the amount paid for the Product by the customer.

5. FAULT REPORTING PROCEDURE

The Customer shall report the fault in writing directly to Palazzoli at export@palazzoli.com within no more than 30 (thirty) days after its discovery, and shall supply:

- a copy of the documents received via email on activation of the Warranty Extension;
- the Product code;
- the quantity of products considered to be faulty;
- the system's certificate of conformity and testing issued by skilled, qualified staff;
- the description of the installation location and the ambient operating temperature;
- the detailed description of the defect, including an estimate of the operating hours.

After this, Palazzoli will decide at its own absolute discretion whether to organise a specialist technician to perform the repair on site or to authorise the Customer to return the material. Articles for which a formal written return authorisation has not been issued by Palazzoli will not be accepted.

After analysing the fault, Palazzoli will inform the Customer whether it is covered by the Warranty, the cause and the procedures for any work under Warranty.

6. APPLICABLE LAW AND LEGAL JURISDICTION

This Warranty Extension is regulated solely by Italian law.

Brescia Law Court shall have sole jurisdiction over any shortcoming in the interpretation and/or implementation of this Warranty.