

Gewiss and PIL product warranty of 5 years and possible extension to 10 years



GEWISS and PERFORMANCE IN LIGHTING have been working for many years to guarantee the safety, quality and durability of their lighting products in order to maximise the benefits for their customers and users and to reduce the amount of waste in the environment.

For this reason, GEWISS and PERFORMANCE IN LIGHTING have decided to extend the quality guarantee on their LED technology lighting products ("Product(s)") to a period of 5 years from the date of purchase in relation to the quality of materials, technology, assembly and functionality of the luminaire.

This extended warranty ("Warranty") is applicable to direct sales between each company of the GEWISS Group ("Company"), including PERFORMANCE IN LIGHTING companies, and their purchasers ("Purchaser(s)").

This Guarantee operates in derogation of the provisions of the Company's general terms and conditions of sale and is in addition to the guarantee rights provided by law in favour of the Buyer or defined contractually in writing between the Company and the Buyer.

1. The Guarantee takes effect from March 2024 and replaces all previous guarantees.
2. The Guarantee is valid for all standard Products in the catalogue at the time of purchase. For product variations and customised products, the specific warranty extension will be issued from time to time by the Company upon the Purchaser's request.
3. The Warranty is valid for all Products purchased in new condition, in their original packaging, installed and maintained in accordance with the appropriate standards, regulations and assembly instructions attached to the Product and applicable installation standards. Installation and maintenance operations must be carried out by authorised skilled technical personnel.
4. Any Product faults and/or defects must be notified to the Company in writing within 30 days of their occurrence. The Buyer shall submit: (a) a document proving the date of purchase (e.g. purchase invoice), (b) the data on the label of the defective product, including the production batch and (c) a detailed description of the defect and/or fault. Upon receipt of such notice, the Company may ask the Buyer to promptly return the Product directly to the Company or to a point of sale authorised by the Company. In any event, it is understood that, once written notice has been given to the Company, the condition of the Product shall be maintained unaltered (including the light source) for the entire period of time required by the Company to carry out any necessary checks. The Company may charge the Buyer for reasonable costs incurred by the Company in connection with an alleged defect and/or defect or returned Products found not to be defective, including reasonable transportation, testing and handling costs.
5. The Warranty is only valid upon payment for the Products in accordance with the sales/supply contract.
6. The Warranty operates on condition that the limits set out in the data sheets, instruction sheets and/or catalogue are respected, such as the environmental temperature and voltage conditions, and in any case within the maximum declared operating hours. Furthermore, the Product shall not be subject to mechanical stress (e.g. shocks) that does not comply with its intended use, under penalty of forfeiture of the Warranty.
7. The Warranty, unless otherwise indicated herein, is not valid in the presence of Product defects and/or faults caused by: (a) incorrect storage conditions of the Product; (b) incorrect installation and/or maintenance of the Product or not carried out in a workmanlike manner or not in accordance with the highest standards or by personnel not in possession of the necessary qualifications; (c) normal wear and tear and/or decay of components or parts of the Product; (d) use of the Product which is not permitted or improper; (e) failure to provide adequate additional protection for the Product in the case of special applications, environments with extreme temperatures or climatic or environmental conditions and areas with high concentrations of corrosive or aggressive substances; (f) additional environmental and installation conditions exceeding the regulatory limits or declared in the technical documentation such as degrees of protection (IP), shocks (IK), vibrations, mechanical shocks (including the c. piston effect); (g) atmospheric events; (h) vandalism; (i) events originating from the installation such as overvoltage, voltage dips/shocks, electromagnetic fields,

injected currents, surge magnetic fields, etc.; (l) use of equipment that exceeds the limits of the standards or declared in the technical documentation, such as: degrees of protection (IP), shocks (IK), vibrations, mechanical shocks (including the so-called "piston effect"); (k) the use of the equipment in the event of a power failure or failure. (l) use of unsuitable protective equipment (SPDs, MCBs, RCCBs); (m) unforeseen and/or unforeseeable events (including power surges, lightning strikes); (n) force majeure; (o) events in any case attributable to circumstances that exclude the causal traceability of defects and/or faults to the fault of the Company.

8. The Warranty shall not apply if the Buyer carries out replacement/repair/special maintenance or modification work on the Product without prior written authorisation from the Company.
9. Consumable electronic components contained in the Products, such as light sources, starters, igniters, drivers and emergency units that meet the warranty standards described in the relevant European Directive are excluded from the Warranty. For such components, reference shall be made to the lifetime and warranty conditions declared by the manufacturers of the components.
10. Possible colour variation of the LEDs and their normal flux decay over time are explicitly excluded from the Warranty, since they are not attributable to the Company, but rather to the state of the art of technology at the current time. Any replacement under warranty of LED components could cause the Product's properties to alter in the face of technological progress currently underway. For the sake of clarity, the lifetime of LED components declared by the manufacturers of such components is always indicated in the catalogue. Also stated in the catalogue and/or on the website is the average decay of the LED over the lifetime period under proper conditions of use. Even within the limits imposed by today's technology, the LEDs used by the Company are generally guaranteed by the manufacturers for a minimum period of 5 years if correctly used. At present, given the speed at which LED technology is updated, the Company cannot guarantee that LED sources can be replaced and/or maintained over time.
11. For special applications and/or environments with extreme temperatures and/or areas with high concentrations of corrosive substances, including saline atmospheres, and/or outside the limits envisaged by current European regulations or by the product data sheets, a preventive evaluation for the use of the Products and for the issue of a dedicated warranty (also in derogation of the present document) must be expressly requested to the Company by contacting the relevant sales manager.
12. Outdoor Products are manufactured through innovative manufacturing and painting processes and with high quality materials that guarantee a high level of quality in terms of resistance to corrosion, abrasion (except for the cases mentioned in the previous point) and colour stability. In order to protect its customers, the Company guarantees the constant monitoring of the production process throughout the supply chain as well as the continuous updating of any related technical developments. These Products are covered by the Warranty provided that the potential defects concern structural/mechanical safety or related functions and are due to defects generated in the production process of the item.
13. In the event that the Product falls within the scope of the Warranty, the Company may - at its sole discretion - choose whether to refund the Purchaser the purchase price of the Product, repair the Product, replace the Product with a new one, or replace it with a product of equal value and equivalent performance.
14. Where the Company chooses to repair the Product, it may use new or reconditioned components, in which case it shall ensure that the replacement components are equivalent to those replaced in terms of performance and reliability. Whichever solution the Company chooses, none of these will result in the modification or extension of the original term of validity of the Warranty, which runs from the date of purchase of the Product.
15. Without prejudice to the mandatory limits of the law and with the exclusion of wilful misconduct and gross negligence, in no case the Company is responsible for damages resulting from any non-compliance, as well as direct and/or indirect damages resulting from faults or defects of the Products, from their malfunction or from repairs or replacements, including by way of example but not limited to, the costs for replacing the Products (labour, machinery rental, etc.), loss of profit, lack of savings, loss of reputation, loss of goodwill, blocking of the plants in which the Products are intended to operate. In any case, Gewiss' liability cannot exceed the purchase value of the defective Product.
16. This Warranty may be extended up to a maximum of 10 years at the request of the Buyer for particular situations where this is necessary. However, the Company reserves the right to delete/modify certain terms or conditions herein in order to take into account the decay of certain components into a longer life span in some specific products/series. The extension can only be made in writing upon agreement of both parties.