

WARRANTY CONDITIONS FOR GEWISS PRODUCTS WITH LED TECHNOLOGY

- 1) This warranty is applicable to the direct sales agreements between any Gewiss Group company (hereinafter "Gewiss") and the purchasers (hereinafter "Purchasers" or, individually, the "Purchaser") of Gewiss lighting products with LED technology (hereinafter "Products" or, individually, the "Product"), being understood that the Products are bought in new conditions, in their original package and complete of their handling instructions.
- 2) **These warranty conditions operate in derogation from Gewiss general sales conditions and are additional to the warranty rights provided by the law in favour of the Purchaser or contractually agreed in writing between Gewiss and the Purchaser himself.**
- 3) This warranty covers the Product defects, which can be demonstrated to be determined by raw material defects, or by constructive or manufacturing defects, for the period indicated in the table below, starting from the date of purchase of the Product, being understood that the number of operating hours cannot exceed 4,200 hours per year.

Product	Warranty period
Street lighting ranges: Street, Urban and Road	5 years
Floodlights range: Smart[Pro], Stadium[Pro] and Spatium[Pro]	5 years
Smart[4] range	5 years
Smart[3]range: Smart[3]e, Smart[3] and Smart[3]Plus	5 years
Esalite range	5 years
Elia range	5 years
All other LED products	2 years
Lighting control systems	2 years

Phase out products	Warranty period
Smart[3] Compact and Super lines	3 years
Astrid range, except Astrid 75 LED	5 years
Astrid 75 LED	2 years
Bolla LED	2 years

- 4) Products shall not be considered defective when one of the conditions indicated below occurs:
 - a) less than 20% malfunction LEDs in each Product,
 - b) a variation of the light flux not exceeding a value of 0.4%/1,000 of operating hours;
 - c) a failure rate of the driver not exceeding a value of 0.2% per 1,000 of operating hours at an average working temperature not exceeding 35° C; this value shall be increased of a further 0.1% per 1,000 operating hours per each 10° C of average temperature, exceeding 35° C; In any case, the Products shall never work at a temperature exceeding the declared rated maximum ambient temperature (ta);
 - d) Product components subject to wear and tear (such as batteries) and parties subject to a natural aesthetic decay, which does not affect the functionality or the safety of use of the Product.
- 5) **Gewiss, if the Product falls within the scope of this warranty, shall choose – at its sole discretion –whether to refund the Purchaser of the purchase price of the Product, or to repair the Product, or replace it with a Product of equivalent price and equivalent performances.**
- 6) Gewiss, when it chooses to repair the Product, may use new or reconditioned parts, guaranteeing in this case that the substitutive components are equivalent to the substituted ones in terms of performance and reliability. Whatever it is the solution chosen by Gewiss, none of these options involves the change or extension of the original warranty term of validity, i.e. starting from the purchase date of the Product.
- 7) The Purchaser, subject to forfeiture of the warranty, shall notify the existence of defects to Gewiss e-mail gestionesi@gewiss.com no later than thirty days from the discovery of the defect, providing at the same time: (i) a document proving the purchase date (for example: purchase invoice) and (ii) the data indicated on the label of the defected Product, including the production lot. Upon receipt of the notification and of the documents indicated above, Gewiss can ask the Purchaser to promptly return the Product directly to Gewiss, or to a sales point authorized by the same.

- 8) *In any case, the warranty does not apply when the defectiveness of the Product is determined by:*
- a) *fire, Acts of God, vandalism, negligence, installation not properly set up or installation carried out by people not adequately qualified, use not allowed or use different than the purpose for which the Product was intended;*
 - b) *improper installation and/or non-conform installation to the requirements of the standard IEC 60364 or if existing and more severe according to the national wiring and installation rules and standards, wrong supply voltage and wrong wiring of the products, including for instance: improper protection against the overcurrent, use of improper conductors (type and cross sectional area), improper protection against inrush currents, improper protection against impulsive overvoltage, improper protection against temporary overvoltage, improper protection against electrical shocks, the use of not adequate fixing means or fixing supports/surface;*
 - c) *unless otherwise declared by Gewiss on either the Products or the instruction sheets or the packaging or the catalogues, installation outside the following limits (being understood that any additional protection of the Product shall be implemented by the Purchaser at his own expenses): (1) maximum temperature in open air as declared for the Product; (2) minimum temperature in open air as declared for the Product; (3) rapid change of temperature not exceeding 5 K per hour; (4) humidity as for IEC 60598; (5) adequate additional protection of the Product against, ice, frost, hail and condensation; (6) pressure not exceeding the atmospheric pressure; (7) adequate additional protection of the Product against piston air effect (e.g. movements of train and similar vehicles); (8) adequate additional protection of the Product against exposition of thermic irradiation by external sources; (9) altitude $\leq 2,000$ m; (10) indoor/outdoor application as declared for the Product; (11) adequate additional protection of the Product against wind, with the exception of the Products compliant with the standard IEC 60598-2-3 and IEC 60598-2-5 and in any case within the limits defined by those standards; (12) adequate additional protection of the Product against direct free air movement from fans; (13) presence of dust and sand not exceeding the limits defined by first digit of the degree of protection IP declared for the Product; (14) presence of water not exceeding the limits defined by second digit of the degree of protection IP declared for the Product; (15) presence of salt mist only for Products declared for outdoor application and within the limit defined by the clause 11 of this warranty; (16) adequate additional protection of the Product in case of possible contact with oils and other chemical in liquid form, unless otherwise declared for the Product; (17) adequate additional protection of the Product in case of contact with vapour containing chemicals in gas form, unless otherwise declared for the Product; (18) adequate additional protection of the Product in case of exposure to water and vapour containing chloride (e.g. swimming pool); (19) generic mechanical shocks not exceeding the limits defined by the degree of protection IK declared for the Product; (20) mechanical shocks due to balls only if the Product is declared to be in conformity with the standard DIN 18032-3; (21) fixed installations and applications where the level of the vibration are negligible; (22) only fixed installations in case of acceleration; (23) adequate additional protection of the Product in case of flora, moulds and fauna that can damage the Product; (24) adequate additional protection of the Product against direct sun irradiation; (25) electrostatic discharges as for the IEC 61547; (26) radio-frequency electromagnetic fields as for the IEC 61547; (27) power frequency magnetic fields as for the IEC 61547; (28) fast transients as for the IEC 61547; (29) injected currents (radio-frequency common mode) as for the IEC 61547; (30) surges as for the IEC 61547; (31) voltage dips and short interruptions as for the IEC 61547; (32) storage conditions between the maximum and the minimum working temperature declared for the Product; (33) transport conditions as declared for the Product;*
 - d) *improper or inadequate maintenance, if allowed or prescribed by Gewiss, or maintenance performed by a person not adequately qualified;*
 - e) *Product components subject to wear and tear (such as batteries) and parties subject to a natural aesthetic decay, which does not affect the functionality or the safety of use of the Product;*
 - f) *Product modification or repair performed by the Purchaser or by its delegate, without the express written consent by Gewiss.*

With reference to the situations mentioned above, the Purchaser, upon Gewiss request, shall provide appropriate and complete proof about the proper use, the proper installation and maintenance of the Product, such as about the environmental and the installation context of the same.

- 9) *The warranty does not cover the costs incurred for the elimination of the defects, including – by way of indication only – the costs of disassembly and assembly, transportation or shipping costs of the defective or repaired Product, the rental costs of any lifting device.*
- 10) *Except to the binding extent required by Law and with the exclusion of wilful misconduct and gross negligence, in no event Gewiss shall be liable for damages resulting from any breach, as well as from any direct or indirect damages caused by faults or defects of the Products, or by their malfunction such as by repairs or replacements, among which, by way of example, loss of profits, lack of savings, loss of reputation, loss of goodwill, block of plants in which the Products are destined to work. In any case, Gewiss liability shall not exceed the purchase price of the defective Product.*
- 11) *The warranty is valid if the Products are used in application classes C1-C5 according to the standard ISO 9223. In other cases, please ask to Gewiss sales organization for a customized solution. In case of Products installed within 5 km from the sea side, the corrosion of the Products is covered by warranty only in the event that Customer has purchased Products with Marine Salt Painting which is offered as an option to Customer.*
- 12) *Gewiss reserves the right to modify these warranty conditions at any time, by publishing the new terms on its website www.gewiss.com and on its catalogues.*
- 13) *This warranty is valid from **1st September 2021**.*