

WARRANTY CONDITIONS FOR GEWISS PRODUCTS WITH LED TECHNOLOGY

- 1) This warranty is provided by Gewiss S.p.A. (hereinafter "Gewiss") in favour of the purchasers (hereinafter "Purchasers" or, individually, the "Purchaser") of Gewiss lighting products with LED technology (hereinafter "Products" or, individually, the "Product"), subject to the condition that the Purchaser has bought the Products 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.

Product	Warranty period
Street lighting ranges: Street, Urban and Road	5 years
Smart[Pro] range	5 years
Smart[4] range	5 years
Smart[3] range Standard and Plus	5 years
Esalite range	5 years
Elia range	5 years
All other LED products	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 situation indicated below occurs:
 - a) less than 20% malfunction LEDs in each Product,
 - b) a variation of the light flux up to 0,4%/1.000 working hours, that is considered to be conform to the state of the technology art;
 - c) a defect of the driver not exceeding the nominal failure rate, which is considered equal to 0,1%/1.000 working hours, at the average temperature of 25° C, increased of further 0,1%/1.000 working hours per each 10° C of average temperature, exceeding 25° C;
 - 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 gestioneresi@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, wrong supply voltage and wrong wiring of the Products;*
 - c) *overcoming of the limits foreseen by Gewiss on the Products or packaging labels, on the instructions sheet or, if they are lacking, by the Regulations EN 60598 and EN 61547 concerning: overvoltage, voltage fluctuations, included harmonic oscillations and fast transients, electrostatic discharges, injected power supplies, presence of radio frequency electromagnetic fields, magnetic fields at mains frequency, voltage pulses, dips and short voltage interruptions, induced mechanical vibrations, harmonic oscillations and resonance associated with movements of air circulating around the Product, impacts, shocks, accelerations, aggressive atmospheres, temperature and its rapid changes, humidity, atmospheric pressure, presence of water, presence of sand or dust, solar radiation, thermic irradiation, wind, ice or frost, hail, condensation, contact with chemicals, presence of flora, presence of fauna, presence of moulds, vandalism, inadequate storage or transport conditions, or in any case, any other environmental condition, mechanical, electrical or thermal not expressly permitted;*
 - d) *improper or inadequate maintenance, if allowed or prescribed by Gewiss, or maintenance performed by a person not adequately qualified;*
 - e) *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) *For Products installed at a distance of up to 5 km (in a straight line) from the sea, operating defects caused by corrosion phenomena are only covered by the warranty if the Products acquired by the Purchaser are those with a salt resistance configuration (option available upon request).*
- 11) *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.*
- 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 for Products purchased starting from the date below: **September 18th, 2020***