



General Warranty Terms

1. General Premises, Consumer Code, and Object of the Warranty

These "General Warranty Terms" constitute the general regulation of the conventional warranties offered by Ideallux to its Customers. They:

- may be supplemented, from time to time, by "Special Conventional Warranty Terms", as stated in the product datasheet or in conditions expressly agreed upon in writing with the Customer;
- do not apply in cases where the Customer qualifies as a Consumer. In the latter case, the non-derogable rules contained in the Consumer Code and the Special Conventional Warranty Terms contained in the product datasheet apply.

The warranty period for Ideallux products is equal to that indicated on the product datasheet and in the so-called "summary warranty prospectus". For information on the specific warranty period applicable to the product or for any particular limitations, refer to the product datasheet or the Quick Start Guide or the summary warranty prospectus. In the absence of indication, the product is considered guaranteed for two years.

The warranty period begins from the date of purchase. The date of the invoice is binding. The operational limits specified in the following Article 6 apply.

2. Coverage, Exclusions, and Loss of Warranty.

<u>The warranty covers:</u> manufacturing defects, whether electronic or structural in nature. At its sole discretion, and within the limits of warranty coverage, Ideallux reserves the right to repair or replace the defective product.

The warranty does not cover:

- Components equivalent to consumable materials (e.g., batteries, etc.), which remain solely the responsibility of the end user;
- Damages caused by improper use of the product or use that is incorrect and/or not compliant with normal usage or not compliant with what is stated in the instructions for use, or periodic maintenance (particularly cleaning the product from dust and external agents to be performed at least every six months, unless otherwise indicated in the user manual).
- Damages of any kind resulting from tampering with the product by the customer, or its use with support structures or goods or products from third parties.
- Damages resulting from accidents, negligence, impacts, electrostatic discharges, overvoltages, exposure to external atmospheric agents, or, for outdoor products, exposure to exceptional or catastrophic weather phenomena, demagnetization, heat, or humidity above/below the values indicated in the product specifications or improper installation, use, maintenance, or modifications, or failures of any kind caused by other equipment, or in the case of any type of tampering or intervention by unauthorized personnel, including third parties, not authorized by Ideallux to intervene on the product.
- Activities necessary to dismantle the products from their installation site as well as the activities necessary to reassemble the product (once repaired or replaced by Ideallux) at the aforementioned installation site.

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- Any actual expenses incurred to transport the guaranteed product to Ideallux headquarters.
- Economic losses of any kind attributable, even indirectly, to the defect. Compensatory or other damages suffered due to a defective product, such as, for example, shipping costs, assembly costs, on-site installation costs, any plant shutdown costs, loss of profit, or total costs to buyers.
- Failures (and the resulting damages) falling under the so-called "declared physiological defects" (as per the product datasheet).
- For LED products, in addition to the above, the warranty does not cover:
- Products that have a number of non-functioning LED chips in line with the product's technical specifications and, therefore, where the functionality of the product is not affected (as per the product datasheet).
- Failures (and the resulting damages) that fall within 5% of the LED component of the individual product;
- The so-called "depreciation of luminous flux" of LED systems, to be considered physiological for this type of product (the product datasheet is binding in this regard).

3. Loss of Warranty

The customer loses the right to warranty or forfeits its exercise:

- If the products are tampered with and/or modified in any way by the customer or third parties;
- Neglect of ordinary maintenance (including cleaning);
- If the product is not stored, preserved, installed, used, and maintained by the customer according to the manufacturer's instructions or in accordance with applicable law.
- If maintenance or repair interventions are carried out on the product by unqualified and unapproved personnel by Ideallux.
- If the customer refuses to send the product to Ideallux or otherwise submit it for examination by Ideallux or technical personnel appointed and/or authorized by Ideallux.

4. Seller's Rights and Powers

It is at Ideallux's discretion, at its sole and absolute discretion, once the product for which warranty service is requested is received:

- To repair it;
- To replace it, in whole or in part, with new article or component;
- To replace it, in whole or in part, with refurbished article or component.
- To replace it, in whole or in part, with equivalent article or component, taking into account the technical evolution of the products and their components.
- Where the product is not covered by warranty, to demand from the customer the reimbursement of expenses incurred for the product analysis.

5. Duration and 5-Year Warranty

In general, the duration of the warranty is that indicated in the product datasheet. If not indicated, it is considered to be two years.

For products labeled "5 years warranty", or equivalent, the duration of this conventional warranty, subject to and without prejudice to all other indications, is a total of 5 years. The aforementioned warranty, in compliance with the product's lifetime as indicated in

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the "product accompanying sheet," is calculated, and for the effect limited, based on the so-called "typical use", equal to 14h/day for 365 days for 5 years. Any "atypical" use, or use exceeding that indicated as "typical", inevitably leads to forfeiture of the conventional warranty. From the end of the sixth month, the limitations provided by these warranty conditions in Article 4) apply.

6. How to Use the Warranty

The warranty must be activated by written request to Ideallux:

- Under penalty of forfeiture, within 8 days from the discovery of the defect;
- Under penalty of forfeiture, within 2 years (or 5 years in cases referred to in the previous paragraph 5) from the date of purchase;
- In any case, within 5 years from the date of manufacture.

Ideallux reserves the right, at its sole discretion, to send its own technician to the customer's premises to inspect the product in its operational location. If the product is not covered by warranty, Ideallux is entitled to a flat-rate reimbursement of € 250.00 per working day.

7. Customer Information

Termini e condizioniGeneral warranty terms and conditions are always communicated together with the acceptance of the order or expressly referred to therein and available on the manufacturer's website (www.grupporaina.it) and can always be requested at Ideallux headquarters.

With the customer's payment of the balance due for the supply, the terms and conditions of the limited conventional warranty are deemed known and accepted by the professional customer.

8. APPLICABLE LAW AND COMPETENT COURT

This limited conventional warranty, as well as its execution, interpretation, and all issues relating to its validity and effectiveness, shall be governed by Italian law and subject to Italian jurisdiction.

The exclusively competent court, for any and all disputes, is that of Milano.

