

5-YEARS LED PRODUCT WARRANTY ARCALED SERIES

1- FAEL S.p.A. ("**FAEL**") guarantees that Fael Luce-branded LED products ("**Products**") are free from manufacturing and/or material defects, as long as they are used in compliance with their intended use, for a period of 5 years from the invoice date. The warranty is valid for Products installed all over the world. The 5-year warranty covering defects and/or failures shall consider the equipment to be defective when at least one of the following occurs within 5 years:

- the number of LEDs turned off exceeds 4 units and the 5% of LEDs not working for products with more than 60 LEDs;
- the total luminous flux emitted is less than 90% of the total emitted when new.

2- This warranty ("**Warranty**") is given by FAEL to your company ("**Customer**") on the supplied standard Products, object of the supply.

3- The warranty is operative from the date of the invoice and in any case no later than ninety days from the date of shipment of the product.

4- The Warranty shall only be effective subject to the following conditions:

- a. The Products are used in compliance with the relevant specifications on the Products and the relevant use (technical specifications);
- b. Any installation is carried out in compliance with the instructions accompanying the Product and by specialized technical staff on the Product;

c. Temperature and voltage limit values are not exceeded and the Product is not subjected to mechanical loads which do not comply with its intended use;

d. The verification and maintenance operations of the Product are regularly carried out by specialized technical staff, in a workmanlike manner and according to the instructions provided by Fael LUCE, as indicated in the instruction manual attached to the product in the USE AND MAINTENANCE paragraph;

e. The product has not been modified or tampered with, both mechanically and electrically.

f. That no component has been replaced, without the prior written consent of FAEL;

g. the Customer has regularly paid the products, according to the conditions of the purchase contract.

5- The Warranty does not cover:

a. Product defects due to unforeseen and unforeseeable events, i.e. accidental circumstances and/or force majeure (including but not limited to electric shocks, lightning);

b. Defects caused by power disturbances (surges) of range or duration superior to:

for **CLASS II**:

- 6kV in differential - between conductor and conductor (L and N);
- 10kV in common mode - between conductor and ground (L and PE, N and PE).

6- To activate the warranty, being understood the exclusions, limitations and conditions indicated in this document, it's necessary to follow the steps detailed below.

Procedure for verification of damage and / or defect to be followed in the event of a claim:

- a. the Customer must promptly notify the damage and/or defect by sending a written notice to FAEL, by Electronic mail or registered post, describing what detected;
- b. the Customer must provide complete and comprehensive photographic documentation for all damaged products;
- c. at the request of FAEL, the customer will extend the sample/s of the product/s whole/s for the necessary technical analysis by FAEL care of the identified problem;
- d. FAEL, acquired the sample/s will perform technical analysis and provide the Customer with the technical response.

7- The damaged and/or spoiled products should be maintained in the state in which they are located, until the completion of the analysis already described in Section 6) and in any case until the express permission of FAEL for any change/remove/replacement.

8- Should the Product be affected by defects covered by this Warranty, FAEL shall be free to decide in its absolute discretion whether to repair and/or replace the Product with the same or an equivalent product - subject to the technological progress that has taken place from the release of the original Product.

9- The products found damaged and/or spoiled, at the request of FAEL, must be returned at the expense of the customer at the same FAEL.

10- The Warranty shall **NOT** cover:

- a. All extra costs resulting from any work needed to repair the defect (e.g. including but not limited to costs incurred to assemble/disassemble the Product or to transport the defective/repaired/new Product as well as expenses incurred for disposal, allowances, travel, lifting devices and scaffolding). Said costs shall be charged to the Customer;
- b. All parts subject to wear, such as mechanical parts.

11- If the procedure for the management of the guarantee has been properly activated, the customer shall claim no further rights from FAEL in relation to the defective Product, and in the event of a positive outcome in the event of a negative outcome of the technical response required for the activation of the warranty.

Fael S.p.A.

Luciano G. Parravicini
Presidente del C.d.A.

