

### **Five-year Manufacturer's guarantee Auralis Group: Penta Light, Castaldi Lighting, Arredoluce**

Auralis products sold under the **Penta Light, Castaldi Lighting and Arredoluce** trademark (hereinafter Auralis), shall be guaranteed to be free from manufacturing and/or material faults for a period of 5 years from the date of the purchasing invoice if used properly and in accordance with their purpose. In case of substitution or change of defective components, the warranty is not extended or renewed, it is still 5 years starting from the date of the invoice. The visual representation of products (images, technical data, and descriptions) on websites, catalogues and brochures is intended only to show the product and is merely an indication. The customer cannot therefore make claims on minor differences in shapes and colours.

#### **The present guarantee applies exclusively if the following conditions are fulfilled:**

- 1) if the products are used in accordance with the product and usage specifications provided (installation instructions) and are installed and operated by qualified staff (in accordance with the installation instructions enclosed with the product);
- 2) for outdoor products:
  - if the products are switched on at twilight, and switched off during the day from the moment of the first daylight, notwithstanding that - even when the devices are switched off - temperatures do not exceed 60°C, unless expressly specified in the technical documentation;
  - the maximum temperature during the night does not exceed 40°C and the minimum temperature is no less than -20°C;
- 3) if no bulbs with higher wattages than those indicated in the instructions and device data are used;
- 4) if the product is installed with lamps, in combination with electronic ballasts that meet current IEC standards;
- 5) if the products are not exposed to any stress or mechanical strain that is not in line with their purpose;
- 6) if the products have been regularly paid for in accordance with the agreed payment terms contained in the sales contract;
- 7) if the defect is notified to Auralis in writing within thirty (30) days of its detection, and if the nature and importance of the defect is clearly specified;
- 8) if the customer submits the sales contract, invoice or any other documentation provided to Auralis through the online registration procedure;
- 9) if the specified voltage limits are not exceeded, and the original settings of the electrical/electronic equipment are not changed.

This guarantee exclusively covers product faults caused by proven defects in the material, design, or production, occurring in excess of any tolerance percentages. **In case of a reduction of the luminous flux of more than 30%, Auralis guarantees the repair or replacement of the product** when the manufacturer's responsibility has been proven. On electronic ballasts and/or components such as LEDs, the fault rate considered to be acceptable is 0.2% per 1000 operating hours, unless the rating life and nominal failure rate of a device or component is defined differently in the product and installation specifications (data sheets and installation sheets).

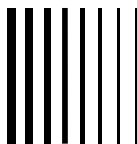
Due to technological advances and changes in the intensity of the products' light flows resulting from their use, follow-up deliveries of LED sources may have different characteristics from those of the original product.

#### **According to the above-mentioned conditions:**

1. if, during the guarantee period, Auralis is informed of a product malfunction that falls under the types of malfunction covered by the guarantee, and if the request is made in accordance with the procedures and supported by evidence, Auralis may choose, at its own discretion, to repair the product or replace it. Should the product be found to have defects covered by the guarantee, Auralis may also, at its sole discretion, decide to replace it with an identical or equivalent product identified by Auralis within a reasonable period of time, or to reimburse the purchase price;
2. The extension of the guarantee to 5 years is applicable to all standard products present in the catalogue at the time of purchase. Any product variations and customized products are excluded.
3. this manufacturer's guarantee covers the replacement of products and/or spare parts;
4. regarding the size and design of the replacement product, these may vary tolerably from the original product. The functionality of all products, or spare parts, is equivalent to the original. Auralis guarantees that the replacement products, or spare parts, will be free from material or manufacturing defects for the remaining part of the warranty period;
5. products replaced under this guarantee will become Auralis' property.

#### **This guarantee does not cover:**

- a) all incidentals paid for the repair of the defect (such as, for example, installation and disassembly costs, transport of the faulty product or the repaired and/or new one, disposal, per diems and travel expenses, lifting gear, scaffolding, etc.), which are to be paid by the customer;
- b) any costs incurred by the customer for loss of revenue due to plant shutdown. In any case, in the event of full replacement covered by the guarantee, Auralis will only recognise the cost, or the equivalent of the cost in goods, paid for the product upon purchase;
- c) any parts subject to wear, such as all standard light sources, batteries, luminaire starters with magnetic ballast and hard drives, internal computers, hard disks or mechanical parts subject to wear, including malfunctioning software, as well as software glitches, bugs or viruses;
- d) electronic components, products and lamps that Auralis distributes but does not manufacture;
- e) **class III products when used with drivers that don't comply with the ones indicated in the Auralis catalogues**
- f) adjustments and/or installation parameters that vary depending on wear, stress or pollution;
- g) product defects caused by unexpected and unforeseen events, accidental circumstances and/or force majeure (including electric shocks, storms) that cannot be attributed to defects in the product's manufacturing process;



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- h) power issues depending on the network, (overloads or poor connections), frequency fluctuations, etc., which may affect the products' functionality;
- i) any damage caused that can be attributed to the customer's negligence or to the transportation of the products. In this respect, when receiving the goods, the customer must verify that there are no damaged or broken goods, and in the event of damage, he/she must document the event with pictures (at the time of acceptance), otherwise returns shall not be accepted;
- l) installations with particularly aggressive environmental conditions such as marine environments, swimming pools, corrosive agents affecting the life of standard coating which may lead to exfoliation or deterioration of the finish on the devices;
- m) The 5-year guarantee does not apply to any treatments on materials (varnishing, oxidation, chroming, etc.), nor, in general, to plastic materials, since natural aging caused by sunlight, rain, salinity, or similar agents can deteriorate the finishes and cause loss of colour, opacification, etc.
- n) LEDs, in case of extreme temperatures and humidity levels, or in the presence of certain chemicals (for example diluents in high concentrations) that may compromise their performance and lifespan;
- o) for any necessary services such as recommissioning, software updates, etc.;
- p) if any modification is made to the product or a repair is conducted without written consent granted by Auralis, or in the event that the product has been installed improperly and/or by unqualified personnel;
- q) if the product is installed in the USA, Canada, in the absence of U.L. certification;
- r) in the case a U.L.-certified product (installed in the USA, Canada) is altered by the replacement of any component, and/or is misused. This will automatically invalidate the certification and the related guarantee;
- s) if the product is sold and reinstalled in countries where the appliance's rating plate data (frequency, voltage, etc.) are not respected.

The conditions of the guarantee apply exclusively if the failure rate exceeds the failure rate deemed tolerable (0.2% for every 1000 hours of use). The guarantee covers a maximum of 22,000 hours of use (i.e. 12 hours of use per day). When using LED modules, a reduction in the light output is normal - as long as the relative value does not drop below 0.6% for every 1000 hours of use - and shall therefore not be considered as being covered by this guarantee.

This guarantee is the only valid guarantee for products that Auralis offers its customers, and expressly waives any right, either explicit and/or implicit, granted to the customer by law, who waives this right to the fullest extent permitted by law as well as any previous guarantee granted by Auralis. The customer cannot claim any further rights for product faults against Auralis. In particular, the customer may not claim any reimbursement for expenses incurred during the storage of the defective product or any other costs and/or compensation from Auralis. Moreover, the customer may not request and/or claim any payment extension, price reduction or termination of the supply contract. Auralis does not assume any responsibility beyond the provisions of this manufacturer's guarantee. The seller's guarantee, however, remains in force without changes and continues to coexist alongside the manufacturer's guarantee.

**Applicable regulation:** for anything not provided here, please refer to the conditions stated on the invoices and/or the general terms and conditions of sale.

Neither Auralis nor its third party suppliers or retailers offer any other guarantee or coverage of any kind, whether explicit or implicit, legal or conventional, with respect to the product(s). To the contrary, to the extent permitted by the applicable law, the enforcement of any other implicit, legal or conventional guarantee or coverage is expressly excluded for eligibility requirements for a particular, general or normal use, satisfactory quality, durability and warranty against hidden defects.

Regarding the sale of products to consumers, the provisions set out in Article 128 and following of the Italian Consumer Code (Legislative Decree 206/2005) shall apply.

## Applicable law and jurisdiction

The Italian law alone shall apply, with express exclusion of the rules on conflict of laws. The Court of Milan shall have exclusive authority over any and all disputes that may arise regarding the interpretation, activation, effectiveness, and fulfilment of the guarantee.

Should any provision of this document be illegal or invalid, it shall not be considered as part of the document and shall have no influence on the remaining provisions, which shall continue to be valid to the fullest extent allowed by law.

