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Gruaro,

**SUBJECT: 5 YEARS WARRANTY SPECIAL EXTENSION – ACTIVATION FORM – Tot. no. of pages: 3 nos. including the present one**

Dear Sirs,

in order to properly activate the 5 years warranty special extension, in the manner explained later in this document, we require the following data within a maximum period of 60 days from the invoice date:

- PROJECT NAME:

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- COMPLETE ADDRESS OF THE PLACE OF INSTALLATION (address, location, zip, country):

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- AVERAGE DAILY HOURS OF OPERATION OF LIGHTING WHICH THE EXTENDED WARRANTY IS REQUIRED FOR (please indicate also the expected working days / year):

\_\_\_\_\_

### **5 YEARS WARRANTY SPECIAL EXTENSION**

ATENA LUX S.R.L., subjected to the guarantee provided by law on its products, extend the same, in the event of use as intended, for a period of 5 (five) years from the date of the invoice.

The extended warranty on manufacturing defects can be issued only further to the completion by the customer of the appropriate form of activation request within 60 days from the invoice date. In the event this completion does not happen within this period, the warranty remains valid as per law.

ATENA LUX S.R.L. retain the right to analyze and review any possible raised claim and its justification.

In the case ATENA LUX s.r.l. recognize faults / defects on the products, the guarantee is only provided as per following rules:

1. the products are used according to their specifications and use (see product technical specifications);
2. the installation and / or assembly of the products are carried out by qualified personnel and in accordance with installation and wiring instructions;
3. the product is not exposed to chemical influences, loads / mechanical stress which do not comply with its intended use and the limits of temperature and operating voltage are not exceeded;
4. the products are used for a period of time which is not exceeding 4.000 hours / year;



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5. in connection with electronic ballasts, the products are equipped with luminous sources that comply with the relevant IEC specifications in force at the time of purchase;
6. maintenance is carried out by qualified personnel and according to the instructions provided by ATENA LUX S.R.L., moreover no modifications or repairs to the products can be carried out against the indications written on the instruction sheets or without written consent of ATENA LUX S.R.L.;
7. the customer has previously carried out all the first ordinary procedures necessary to rule out that the alleged defect can not be solved through the ordinary maintenance indicated in the instruction manual;
8. the product with alleged defects should be retained by the customer in the state in which it is located, including light sources, in order to allow ATENA LUX S.R.L. to conduct appropriate tests of the defects or faults, in the times that will be necessary to carry out appropriate follow-up actions;
9. the defect, proven and duly specified in its nature and extent, it is communicated in writing by the Customer to ATENA LUX S.R.L., subject to revocation, no later than 30 (thirty) days from the discovery; this communication must also be obligatorily accompanied by the necessary data (number and date of transport documents / invoice, product code and description of the alleged defect / defects) enabling ATENA LUX S.R.L. to identify with certainty the relevant production lots / supply for which it requires replacement / repair;
10. customer has duly paid the products in accordance with the payment terms agreed in the purchase contract.

The warranty does NOT cover:

1. all incidental charges arising due to the repair of the defect / defects (eg. those related to the installation and removal, transport of the product affected by defects and the repaired and new, disposal by law, allowances, travel lifting equipment, scaffolding, etc.), which are at customer's charge; ATENA LUX S.R.L. will not be liable and therefore will not reimburse any indirect or consequential losses or compensatory damages or losses of any kind, incurred as a result of a defective product, including, but not limited to, delivery costs, assembly costs, onsite installation costs, downtime costs, loss of profit or the purchaser's overhead costs;
2. faults / defects caused by negligence in handling the logistics of the products;
3. products realized following expressed customer's specifications;
4. parts subject to wear, as consumables such as light sources (LED sources not included), batteries, any mechanical part subject to wear;
5. products bearing the mark of different companies that ATENA LUX S.R.L. re-sell (e.g. lighting control systems);
6. in general, all situations and conditions that are not respecting the rules regulating the warranty extension.

When properly activated, this is the one and only form of guarantee that ATENA LUX S.R.L. provides the customer on the product, expressly departing from any other right, explicit and / or implicit, possibly recognized by law to the Customer, who renounces the fullest extent permitted by law, as well as any other guarantees provided by ATENA LUX S.R.L. Guarantees cease their efficacy by the end of the period even if the materials were not, for any reason, put into service.

Any repair or replacement intervention does not involve the further extension of the guarantee.

Further to any repair / replacement of products that present defects / faults recognized by ATENA LUX S.R.L., the customer will no longer allowed to raise any claim against ATENA LUX S.R.L. in relation to the involved product.



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In case of defects / failures that are demonstrated as technically related to the original manufactured products, ATENA LUX S.R.L. can either choose to replace completely the product or the failure component only, at their own discretionality.

Please note that light outputs and colours of LED modules may differ from the original product, due to technical improvement / changes in the used technology and that the gradual degradation of the luminous flux over the LED's lifetime is a normal and expected phenomenon and is not covered by the warranty.

Moreover no costs of storage of the defective / faulty product or any other charge and / or damages can be debited to ATENA LUX S.R.L.. Furthermore the customer does not have the right to claim any payment extensions, price reduction or termination of the supply contract.

The 5 YEAR WARRANTY SPECIAL EXTENSION is considered correctly activated once signed by ATENA LUX SRL and returned to the requesting Customer.

For all disputes arising out the subject "5 YEARS WARRANTY SPECIAL EXTENSION", the only jurisdiction valid is the one of Venice Court – ITALY.

Available for any further information or assistance,

Yours faithfully,

Arch. Luigina Barbuio (CEO)

For and on behalf of Messrs ATENA LUX s.r.l.

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