

5 YEARS WARRANTY – LIGHTING FITTINGS WITH LED SOURCE

Rev 05 – 24th July 2018

- 1) Cariboni Group S.p.A., hereunder referred as “supplier”, assures that all products, which are branded Cariboni & Fivep, are integrally guaranteed for a period of 5 years from invoice date, provided they are used complying with the aim they have been developed for.
- 2) This warranty is delivered by the supplier exclusively to the customer whom the invoice is issued to.
- 3) It being understood that legal guarantee stays valid, this specific warranty, which is better explained in part n. 4, is also granted provided that this is activated within 30 days from delivery of goods. See also part 13 “Warranty activation procedure” where this is further specified. Once this term of 30 days from delivery date is elapsed without notice, this warranty cannot be activated anymore.
- 4) Warranty consists in repairing or replacing of products, which may be proved to be defective or affected by any production vice at supplier unobjectionable judgment.
- 5) In order to obtain repair/replacement under warranty, a written notice should be delivered to the supplier by e-mail to the address sev@caribonigroup.com, within 30 days starting from the discovery of the vice/defect, as clearly stated in part n. 14 “Failure warning procedure”.
- 6) Warranty is valid only if all following conditions are complied with:
 - a) products are used complying with technical specifications;
 - b) products have been installed by qualified personnel and according to mounting instructions, which are included with supplied items;
 - c) customer provides a conformity and test certificate of installation, this issued by qualified and authorized personnel;
 - d) customer has regularly settled invoices at expiry dates, as per agreements;
 - e) no modification or change have been accomplished without prior and written authorization by supplier;
 - f) faulty product must be kept by customer as it was, in order to allow supplier to do all necessary analysis and to try and establish the cause of failure.
- 7) The decrease of output flux of LED sources is an innate phenomenon of this product technology; therefore it is not covered by this warranty. In case more than 30% failure of LED happens, supplier assures repair or replacement of fitting when manufacturer responsibility has been verified and confirmed.
- 8) Warranty covers products for use up to 20,000 h max, in a period of 5 (five) years, which corresponds to a medium operating time of 11 hours per day. Electronic driver is covered when used at Ta 25°C up to 20,000 h, in a period of 5 (five) years, which corresponds to a medium operating time of 11 hours per day.
- 9) In case product is showing production vices and/or defects, which are covered by this warranty, supplier can proceed at its own unobjectionable discretion to repair and/or replace product with an equal or equivalent one under a point of view of consumption or lighting performances, taking into consideration the ongoing technical progress elapsed in between with faulty product and within necessary intervention time.

10) Warranty does not cover:

- a) defects of product caused by unexpected and unpredictable events, such as, by way of non-limiting example, accidental case and/or force major, vandalism acts, public riots, fires, intense atmospheric phenomenon and any other event which may exclude connection with production vices;
- b) defects caused by impulsive perturbations (surge) exceeding limits, which are permitted by in force regulations about this subject;
- c) defects caused by tampering or previously repaired without written authorization of supplier;
- d) collateral freight for repair of vice and/or defect, product removal and assembling costs, labour, transport for failed fitting or any other cost for repair of the vice and/or defect will remain at customer charge;
- e) all parts subject to wear and tear because of the use throughout the time;
- f) collateral damages to any equipment or object which may occur because of the failure of the product;
- g) improper or incorrect use or installation.

11) This warranty is the only and exclusive form of guarantee between supplier and customer for the supplied product, when it is activated following instructions explained in part n. 13.

12) No additional demand, different from this warranty, can be asked to the supplier in relation to the defective product. No compensation or other charges can be expected or debited. No freight for storage of defective product can be asked or debited.

13) Warranty activation procedure:

- a) Customer must send a written notice to supplier (by mail to address sev@caribonigroup.com). This notice should imperatively include following information:
1. code and/or type of fitting;
 2. transport document references (number, date...);
 3. invoice references (number, date...).

14) Failure warning procedure:

- b) Customer must send a written notice to supplier (by mail to address sev@caribonigroup.com). This notice should imperatively include following information:
1. code and/or type of fitting;
 2. transport document references (number, date...);
 3. invoice references (number, date...);
 4. quantity of faulty and/or defective fittings;
 5. installation place;
 6. copy of conformity and test certificate of installation, this issued by qualified and authorized personnel.

Guarantee will be accepted after consignment of certification for correct installation and commissioning of the electrical installation, which the product is connected to.

After this, supplier will send authorization to the customer for return of failed goods. No item will be accepted if the official authorization for return has not been issued by supplier.

Once analysis on failed fittings is completed, the supplier will confirm the customer failure causes and if it is covered by guarantee.

In case failure is covered by guarantee, supplier will provide to repair or replace product/s.

Supplier may debit the customer freight expenses for returned fittings, which are not defective, together with related costs for managing, analysis and transport.

Cariboni Group S.p.A. will reserve the right to modify terms of this warranty document without previous notice.