

# LED LIGHTING FIXTURES 5-YEAR WARRANTY

## 1 GENERAL TERMS

### 1.1 Object

- a) This conventional warranty applies to LED lighting fixtures ("Product") supplied by AEC ILLUMINAZIONE to its direct purchasers ("Customers").
- b) The warranty is effective from the date of invoicing of the Product. AEC ILLUMINAZIONE reserves the right to modify the terms of this warranty at any time and without prior notice, by publishing the new conditions on its website and/or in its catalogues. Any amendments to the warranty shall be valid for purchases of Products invoiced from the date of the amendment.
- c) This warranty, read together and in conjunction with the general conditions of sale of the AEC Illuminazione Products or other terms as agreed upon in a legally binding contract between the parties, constitutes the entire and only Contract between the Parties and supersedes all statements, written or oral, made to the Purchaser with respect to the Product.

### 1.2 Coverage

- a) AEC ILLUMINAZIONE warrants that AEC-branded Products are free from defects; a "defective" Product means that the Product has a material or workmanship defect that causes the Product not to function according to the technical specifications provided by AEC.
- b) The warranty shall last for a period of FIVE (5) years from the date of issue of the purchase invoice for the product.
- c) With regard to street lighting fixtures, the warranty covers products that are switched on and off daily with an average annual use of 4,000 hours.

With regard to ALO lighting fixtures, the warranty covers products that are switched on and off daily with an average annual use of 4,000 hours for large area applications and 1,000 hours for sports facilities.

With regard to tunnel lighting fixtures, the warranty covers the Products according to the following indications:

- i. TUNNEL LIGHTING FIXTURES FOR ENTRANCE/REINFORCEMENT LIGHTING: Products that are switched on and off daily with an average annual use of 4,000 hours.
  - ii. TUNNEL LIGHTING FIXTURES FOR PERMANENT LIGHTING: Products that remain switched on 24 hours a day.
- d) Luminous flux depreciation is an expected phenomenon during the working life of the LED and is therefore not covered by the warranty. The product is deemed to be defective when a number greater than/equal to 10% of the total number of LEDs used is off (critical failure condition).

- e) AEC ILLUMINAZIONE's obligations under the Warranty shall be limited, at AEC ILLUMINAZIONE's option, to repairing or providing a replacement product for the defective Product within a reasonable time. Repairs or replacements do not extend or renew the applicable Warranty Period. AEC ILLUMINAZIONE may replace one or more defective Products covered by the Warranty with products that have minor differences in design and/or specifications that do not affect the functionality of the product.
- f) Should the product reveal defects covered by this warranty (and should the conditions set forth in the previous paragraphs occur) AEC ILLUMINAZIONE shall be free to proceed, at its sole discretion, with the repair and/or replacement of the product with a better or equivalent one in terms of energy and lighting performance, compatibly with the progress of LED technology.
- g) AEC ILLUMINAZIONE guarantees the supply of spare parts for the duration of this warranty. If the product is no longer in production or is no longer available for any other reason, AEC ILLUMINAZIONE may propose, at its sole discretion, an alternative or equivalent product as provided for in point f) above.

## 2 LIMITATIONS AND CONDITIONS

- a) The warranty only applies provided that:
  - i. The product is used in accordance with the technical specifications and assembly instructions provided.
  - ii. The product has been stored, installed, used, and maintained in accordance with the installation instructions provided by AEC ILLUMINAZIONE and where applicable in accordance with the applicable IEC directives.
  - iii. The product is installed by qualified personnel.
  - iv. The certificate of conformity and testing of the electrical installation is presented by a qualified technician.
  - v. The environmental limit values (Ambient Temperature  $T_a$ ) and the supply voltages (Voltage  $V_{in}$  and frequency  $f$ ) including the relevant tolerances, do not exceed those specified and indicated in the product data sheet.
  - vi. The product is not subjected to mechanical loads that do not comply with its intended purpose.
  - vii. No modifications or interventions of any kind are carried out without the written consent of AEC ILLUMINAZIONE.
  - viii. The faulty product is kept by the customer in its original state for as long as necessary for AEC ILLUMINAZIONE to carry out the necessary checks to identify the cause of the fault.
  - ix. The customer provides AEC ILLUMINAZIONE with the purchase agreement or the invoice.
  - x. The customer has duly paid for the product in accordance with the payment terms agreed in the sales agreement.
  - xi. The defect, duly specified and proven in its nature and extent, is reported to AEC ILLUMINAZIONE by means of the procedure indicated in the relevant section FAULT REPORTING PROCEDURE of this warranty.
  - xii. The defect, duly specified and proven in its nature and extent, affects the structural/mechanical safety of the product and is attributable to defects in the manufacturing process.

b) These warranty conditions shall not apply for:

- i. Product defects due to unforeseen and unforeseeable events (e.g. unforeseeable circumstances and/or force majeure including electrical discharges and atmospheric lightning strikes), incorrect power supply, vandalism, public disorder, fire and any other event that excludes the traceability of such defects to the manufacturing process of the product.
- ii. Defects resulting from surges exceeding the requirements of IEC 61000-4-5:2005-11 and IEC 61547:2009.
- iii. Defects resulting from a product that has been tampered with or previously repaired by personnel not authorised in writing by AEC ILLUMINAZIONE.
- iv. Normal wear and tear of the equipment.
- v. Use of the product for purposes other than those for which it was designed.
- vi. Products that AEC markets under the brand names of other companies.
- vii. Any remote control systems (photocells, remote control modules, gateways, software, etc.) supplied with the appliance and/or accessories, parts and elements added to the product after delivery.
- viii. Damage caused by the presence of aggressive atmospheres (including, but not limited to, brackish water at coastal locations) or by contact with chemicals or water containing corrosive agents or by stray electric currents.

c) These warranty conditions do not cover:

- i. The necessary expenses arising from the repair of the defect. These include but are not limited to: the costs of removing, assembling and disassembling the product, labour, transport costs of the defective and repaired product, costs of hiring and/or using lifting equipment (basket trucks), scaffolding, daily allowances and travel expenses of personnel where necessary.
- ii. Any damage to persons, equipment and objects of various kinds resulting from the malfunction of the product.
- iii. Expenses for periodic inspections, maintenance, repairs or replacement of parts subject to wear.
- iv. Damage due to transport, handling, improper use, incorrect installation, or operation.

### 3 NO IMPLIED WARRANTIES OR OTHER WARRANTIES

- a) This warranty is issued by AEC only to the customer to whom the invoice is addressed.
- b) No agent, distributor or dealer is authorised to change, modify, or extend the terms of this warranty on behalf of AEC.
- c) This is the sole and exclusive form of product warranty provided by AEC ILLUMINAZIONE to the customer (invoice holder) and to the fullest extent permitted by law, the warranties contained herein are the only warranties offered by AEC ILLUMINAZIONE with respect to the Products and are given in lieu of all other forms of warranty, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights, all of which are hereby disclaimed and for which AEC ILLUMINAZIONE declines all liability.
- d) In no event shall AEC ILLUMINAZIONE be liable for any incidental, compensatory, consequential, indirect, special, or other damages whatsoever arising out of the purchase, resale, use or disposal of any Product, in case of claims referring either to unlawful acts, strict liability, principles of fairness or contract. AEC ILLUMINAZIONE's total liability in respect of a given defective Product shall in any event be limited to the original purchase price paid by the Purchaser of said product.
- e) The conditions contained herein shall be deemed to be subject to and interpreted in accordance with the rules of Italian law. Any and all disputes concerning the aforesaid conditions and, in any case, any disputes concerning the interpretation and/or execution of the same conditions will be referred to the Italian judicial authority and the judge of the place where AEC Illuminazione has its registered office, i.e. the Court of Arezzo, shall have exclusive jurisdiction to decide.

### 4 FAULT REPORTING PROCEDURE

- a) The customer shall report the fault in writing to AEC ILLUMINAZIONE and in copy to the local agency within and no later than THIRTY (30) days from discovery of the problem and shall indicate:
  - i. The type of fixture.
  - ii. The details of the supply (transport document or invoice number).
  - iii. Identification and characteristics of the installation site.
  - iv. How the product was used and the environmental conditions under which it was used.
  - v. Date of installation and hours of operation.
  - vi. Detailed description of the fault.

This communication can be sent to [aftersales@aecilluminazione.com](mailto:aftersales@aecilluminazione.com)

- b) The warranty is accepted upon presentation of the certification of the correct installation and commissioning of the electrical system to which the product is connected.
- c) AEC ILLUMINAZIONE will then send the customer a return authorisation for the shipment of the material to be repaired. Items for which AEC ILLUMINAZIONE has not given a regular authorisation to return will not be accepted.

- d) Upon receipt of the material, AEC ILLUMINAZIONE shall analyse the fault and inform the customer of the cause of the problem and whether it is covered by the warranty. If the fault is covered by the warranty, AEC ILLUMINAZIONE will carry out the repair or have it carried out in accordance with the warranty.
- e) If the fault can be solved by replacing components in the field and AEC ILLUMINAZIONE has ascertained that the fault is covered by the warranty, AEC ILLUMINAZIONE may proceed, at its sole discretion, to send the necessary components to allow the customer to repair the faulty product by himself.
- f) If the defect is not covered by the warranty, AEC shall inform the customer of the expenses it will have to incur for the repair and shall proceed with the request only after written acceptance by the customer.
- g) AEC ILLUMINAZIONE may charge the customer for the costs of returned products that are not found to be defective or non-compliant, together with the associated handling, testing and transportation costs. Under no circumstances shall the customer be entitled to request the shipment of new products to replace the faulty ones.