

## ESSE-CI S.r.l. products - General Warranty Conditions

### 1. Products

This warranty is apply to all the standard luminaires supplied by ESSE-CI displayed on a current catalogue or customized products derived from the standard. The warranty covers both the LED's products and the traditionala ones including the componets, except as provided by the pargraph 7 below.

### 2. Warranty Conditions.

The Warranty is valid provided that:

- a. The Product is installed by qualified technical staff down to a fine arte according to the regulations and directive on electrical equipment in buildings and compliance with the installation instructions sheet on the box of the products or downloadable from the web-site;
- b. The Product is used according the technical specification defined for the product itself and for its use as indicated on the installation instructions sheet, catalogue or technical sheet;
- c. The product is mechanically loaded exclusively according the intended use.
- d. The product operates within the temperature and voltage provided for it
- e. Maintenance and/or fixing is done by specialized technical staff according with Esse-ci indications
- f. Modification and/or replacement are made only in case of Esse-ci authorization
- g. Product is balanced according with conditions settled for this specific items
- h. The product dysfunction is promptly report as mentioned on point 4, Guarantee Execution

### 3. Warranty Limits

Warranty is void in case of only one condition of previous point is not complied

### 4. Warranty Execution

Warranty covers properly recorded faults and defects of products that have to be considered dangerous or executive design, production and assembling malfunctions.

Item warranty consist of fixing and replacement of elements consider defective and by Esse-ci own discretion.

Faults and defections that exceed nominal percentage of product. Defective nominal duration and/or percentage are mentioned on technical documentation.

Each defections have to be report by Certified mail [postacertificata@pec.esse-ci.it](mailto:postacertificata@pec.esse-ci.it) within 10 working days form display of it, otherwise warranty will fall. Warranty cover replacement (with similar or equivalent item) or defective product and/or elements fixing (also with regenerate

parts) with the aim of rebuild optimal general working conditions. In both case the same warranty term will be valid and not consider renewed.

## 5. Exclusion of Warranty

It has to be excluded from this Warranty:

- a. Malfunctions due to lack of Product maintenance;
- b. Replacement or fixing labor costs and related delivery costs;
- c. Every costs not included on point 4 "Warranty Execution";
- d. Damage caused by delivery, not adequate environment use or repairing and fixing executed by not specialized technical staff;
- e. Damage caused by atmospheric events;
- f. Emergency battery kits, installed in every items available on catalogue. For those the warranty is one year;
- g. Elements effective by normal wear or plastic elements that can be bleached or cracked during normal aging;
- h. The light management items separately sold.

## 6. LED technology deviation

Due to LED evolution and LED module technical development and also physiological variation of flux and color light that existing installed LED module can have during the working, after LED replacement or later then first supply LED components replacement, smallest modification on light characteristics can be found.

## 7. Warranty duration

### STANDARD WARRANTY

Standard Warranty is valid, for all Esse-ci brand items, for two years from purchase date, according the Italian law (DLL 24 dated 02/02/2002, CE 1999/44). Products covered by Standard Warranty are the ones named conventional or traditional (using mainly old generation source such as fluorescent, halogen and discharge lamps).

### PREMIUM WARRANTY

Customers that use LED technology products, Esse-ci enlarge the warranty till 5 years or for duration of 50.000 hours from date of purchase.

### CUSTOM WARRANTY

Warranty extension over STANDRD and PREMIUM will be granted on special request to Esse-ci that will evaluate according to product, application and extension term and it will be subject of special contract of CUSTOM WARRANTY.

## 8. Law in force

These commercial warranty conditions aren't exclusion, limitation or modification of customer rights resulting from conformity legal warranty. For any legal basis, during execution of warranty service we are responsible only for terms mentioned on our general sales conditions and for

terms in force at the moment of warranty execution: in all others case every damage responsibility has to be excluded.

The present warranty is regulated by Italian law, except for Convention on Contracts for the International Sale of Goods (CISG).

The jurisdiction for all disputes arising from this warranty is to Padova Italy.

Vigonza - 04/07/2019