

TERMS OF GUARANTEE

LED Luminaires – GRIVEN S.r.l. Release 01.03.2019 nr.02GR010319

**TERMS OF WARRANTY GENERAL PROVISIONS**

As manufacturer of LED luminaires, GRIVEN S.r.l. of Castel Goffredo MN, Italy assumes a guarantee period on its LED lighting products as specified in section A for five years. This warranty applies to all applicable products invoiced after July, 8 2015 and sold with prices calculated with the official GRIVEN Price List. The period of this warranty commences on the date of purchase. The warranty is only valid if the date of purchase is confirmed by an official invoice issued at the time of purchase. If GRIVEN S.r.l. does not have proof of date of purchase, then the purchaser will be liable for the costs of any repair or replacement that are incurred.

A

SCOPE OF VALIDITY

This guarantee is valid only with reference to the LED lighting products included in the GRIVEN Architectural Dimension Catalogue – except for all the recessed and underwater LED lighting products, LED image projectors, as well as all the control systems and accessories listed.

The guarantee described in the following document is granted by GRIVEN S.r.l. for the architectural lighting LED luminaires manufactured by GRIVEN S.r.l. in Castel Goffredo (MN – Italy). Any customer who has any claims arising from this guarantee shall exclusively be the direct contractual partner of GRIVEN S.r.l. (in the following referred to as "customer(s)").

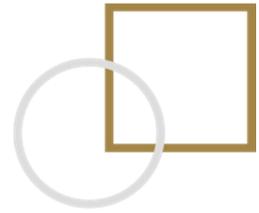
This guarantee refers to the purchase of products as of the effective date of this guarantee specified below.

Any LED delivered for retrofitting luminaires (so-called "LED retrofit kits"), used LED luminaires, completely overhauled LED luminaires, and sample LED luminaires which are not intended for sale but for exhibition purposes shall be excluded from the guarantee.

B. SCOPE

1) In the relationship to the customer, GRIVEN S.r.l. guarantees that, for a period of FIVE (5) years (in the following referred to as "guarantee period") from the invoice date, all products are free from defects in functioning, material, and workmanship, which (a) either reduce the "LED power" or the "system performance" specified in the data sheet by at least [10%] or (b) otherwise substantially affect the functioning of the products in accordance with the following conditions and restrictions (in the following referred to as: "case of guarantee"). Compliance with these performance values requires that the maximum ambient temperature at night ( $t_{a \max}$ ) does not exceed the maximum nominal value; however, for the nominal





current of the operator a tolerance of 5% is taken into consideration. The data sheets are published on the website of GRIVEN S.r.l. or, upon request, they will be sent to the customer.

2) This guarantee is granted for products which are switched on and off every day, the annual average consumption of which is 3,000 hours, and which are used in accordance with the technical specifications and installation instructions.

3) Any official photometric measuring shall exclusively be carried out by GRIVEN S.r.l. or, insofar as the customer objects to the result of GRIVEN S.r.l., by a mutually agreed accredited inspection body with a protocol specified by GRIVEN S.r.l..

#### C. GUARANTEE SERVICE

If a product has a problem that is a case of guarantee according to these terms of guarantee, GRIVEN S.r.l. shall repair or replace the returned product at its own discretion within the framework of the guarantee. If the product is no longer manufactured or not available for any other reason, GRIVEN S.r.l. may offer an alternative product that is comparable to the objected product. No rights are given under this warranty to any person acquiring a product second hand. Further claims within the framework of this guarantee, in particular claims for damages, shall be excluded.

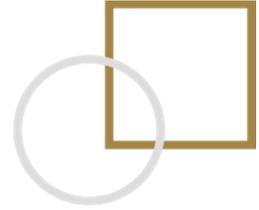
#### D. EXCEPTIONS AND RESTRICTIONS

1) This guarantee is exclusively limited to the guarantee service of GRIVEN S.r.l. that is finally regulated in section C for the products manufactured by GRIVEN S.r.l. Additional costs, e.g. costs for the dispatch of defective parts or products, the disassembly, reassembly, transport time, lifting platforms and scaffoldings, or other costs due to a breakdown of the installation and/or costs in connection with any consequential, special or incidental damage or mere financial damage, such as e.g. lost earnings/profits, property damage, strike, unused assets, production losses, costs for road closures, traffic signs, detours, etc., shall not be covered by this guarantee. Furthermore, GRIVEN S.r.l. shall not be liable due to this guarantee for the compensation of persons for such losses or damage to persons or property. Consequently, GRIVEN S.r.l. is not liable for claims for damages due to failure of performance or for any consequential damage.

2) The customer must demonstrate that the errors, defects or any damage to the product or parts thereof are not a direct or indirect result of negligence, misuse, abuse, or misappropriation by the customer and that in particular the following conditions and requirements have been fulfilled without restriction:

a. The customer transported the product properly and in the original packaging;



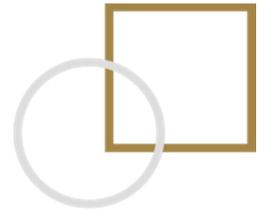


- b. The customer stored, installed, used, and maintained the product in accordance with the specifications, guidelines, and instructions of GRIVEN S.r.l. and with the IEC standards (International Electro Technical Commission), if applicable;
- c. The product was used for one of the purposes intended by GRIVEN S.r.l.;
- d. The product was wired, installed, and operated within the framework of the electrical values, the operating range, and the environmental conditions in accordance with the specifications of GRIVEN S.r.l., the operating instructions, the IEC standards, in accordance with the European Directives, or other documents attached to the products;
- e. The product was not exposed to any mechanical load that is not compatible with the intended purpose;
- f. The product was not exposed to ambient temperatures exceeding the value of  $T_a$  in accordance with specifications provided by GRIVEN S.r.l. The nominal ambient temperature, as regulated in the data sheet of the product, must not be exceeded when the product is used;
- g. The product and/or parts thereof were not repaired, replaced, adjusted, or changed by the customer or any other person without the prior written consent of GRIVEN S.r.l.;
- h. The parts of the product which are sealed/not accessible, e.g. LED units, were not opened by the customer without the prior written consent of GRIVEN S.r.l.;
- i. The product was not handled improperly and/or brought into contact with chemicals;
- j. The product was continuously operated at the same place where the product was initially installed.

3) The terms of guarantee of GRIVEN S.r.l. shall not apply for:

- a. Any damage or non-compliance due to force majeure or the violation of applicable standards or regulations, including but not limited to those contained in the latest safety, industry, and/or electrical standards and in the regulations that apply to the customer;
- b. Any non-compliance, construction errors, or malfunctions if GRIVEN S.r.l. completely adhered to the written descriptions, drawings, or specifications of the customer and it is later determined that they were unsuitable, incomplete, or incorrect;
- c. GRIVEN S.r.l. shall not be responsible for the power supply conditions, including voltage peaks, over-/undervoltage and ripple current control systems which exceed the indicated restrictions of the product and the respective supplier or which do not comply with the customary industry standards for acceptable input power;





- d. Force of nature, such as lightning damage or corrosion if the corrosion results from external causes or factors (e.g. chemicals);
- e. Breakdowns of less than five percent (5%) of all LEDs in a product;
- f. Additional control devices, e.g. telemanagement;
- g. Parts, elements and/or accessories which were added to the product after delivery;
- h. Normal wear of the product.

If the product is assembled in a corrosive environment, in particular by the sea, or at another chemically contaminated place, the customer shall inform GRIVEN S.r.l. about this before conclusion of the contract. GRIVEN S.r.l. will then give instructions concerning the necessary measures to be followed by the customer (e.g. special treatment, varnishing, etc.). This shall also apply for the regular performance of the provided maintenance activities for the duration of the operating period.

#### **E. NO IMPLIED OR OTHER GUARANTEES**

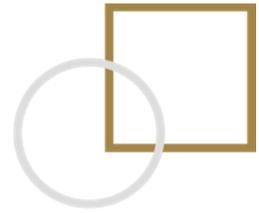
- 1) This guarantee does not contain a guarantee that the products are suitable for a specific purpose or that the violation of rights of a third party is excluded.
- 2) No representative, dealer, distributor or seller shall be entitled to change, restrict, or extend these terms of guarantee on behalf of GRIVEN S.r.l.

#### **F. CLAIMS FOR GUARANTEE SERVICES**

1) The guarantee requires the settlement of the bill within the maturity date through the customer. The customer shall immediately inform GRIVEN S.r.l. about any possible claim under the guarantee and send a description of the possible case of guarantee to the address mentioned in number 2 at the latest within thirty (30) days after determination of the possible case of guarantee and in any case within the guarantee period. In this written assertion of the possible case of guarantee, the customer shall provide the following information: - Invoice number - Installation characteristics (place, street, number of products concerned, relevant installation details) - Circumstances and environmental conditions in which the products were used - Name, model and number of allegedly defective products - Copy of invoice and delivery note - Date of installation - Detailed description of the problem. Additionally, the customer must be indicated as receiver in the original invoice or the delivery note.

2) The documents mentioned in section F, number 1 shall be addressed to: GRIVEN S.r.l. Via Bulgaria 16 46040 Castel Goffredo (MN) ITALY E-Mail [warrantymanagement@griven.com](mailto:warrantymanagement@griven.com)





3) After submission of the documents mentioned in number 2, GRIVEN S.r.l. will assign a WM number (in the following referred to as "WM notice") in order to be able to allocate the claim accordingly. After notification of the WM number, the customer shall send the product concerned to the address specified in the WM notice at his own expense.

4) Possible defective products will become property of GRIVEN S.r.l. as soon as they are replaced.

5) In the case that GRIVEN S.r.l. should determine after issuance of a WM number that the product or the products of the customer which were sent under this WM number are not covered by the guarantee, GRIVEN S.r.l. shall be entitled to charge the customer for the costs arising from the examination of this product or these products regarding a claim under guarantee.

6) For parts or products which were replaced or repaired during the guarantee period, a guarantee for the remainder of the original guarantee period of these parts or products shall apply, if any.

7) All measures shall be taken with the exclusion of goodwill and warranty claims.

#### G. FINAL PROVISIONS

1) Italian law shall apply exclusively to the legal relationship in connection with the guarantee excluding the UN Convention on Contracts for the International Sale of Goods. Exclusive jurisdiction shall be the Court of Mantova.

2) The invalidity of individual provisions of these guarantee commitments shall not affect the validity of the remaining provisions. Effective date: July 2015

