

WARRANTY CONDITIONS

1. General Conditions

Unless otherwise agreed, the general duration of the Warranty for Combustion and Energy SRL and products of the Luxsolar brand owned by the same is 5 [five] years from the date shown on the sales invoice for medium intensity lighting fixtures for safe areas and for medium intensity illuminants for hazardous area version L86X-LXS-200-Ex. The warranty is 12 [twelve] months from the date shown on the sales invoice for all other products including electronic boards.

“Warranty” will only mean repairing or replacing, free of charge, any parts acknowledged being defective during manufacture

The incoterms valid for the purposes of Warranty are DDP terms to our headquarter Via Sabatelli, 38 – 23868 Valmadrera (LC). The costs sustained to return the product, including shipping costs and custom charges, should be borne by the Customer.

Unless otherwise agreed in writing, if the DDP terms are not respected, the goods will be refused.

It is mandatory that, before shipment, we need to receive shipping documents and of invoice/proforma invoice, otherwise goods could be rejected.

2. Warranty Limitations

The Warranty only covers the product's defects that have determined malfunctioning, defects deriving from design, construction or production deficiencies.

The Warranty is not valid in case the defect results from one of the following reasons:

- Damage due to negligence and/or tampering of the product;
- Defects due to negligent and/or improper use of the product (for ex. Use of screwdrivers, pincers, awl, in non-authorized ways, deformations and/or breakages due to falls and collisions);
- Use of the product for purposes other than those for which it has been manufactured, use not compliant with what indicated in the technical specifications, documents and manuals supplied along with the product;
- Unauthorised Modifications and/or repairs;
- Authorised repairs made using unauthorized spare parts;
- Ambient Temperature higher or lower than the one indicated in the technical specifications of the product; exposure to extreme environmental conditions not communicated to *Combustion and Energy SRL* in the inquiry;
- Power supply conditions, including power surges, over/under voltage, that exceed the limits specified for each individual Product and those defined by the relevant supply rules;
- Force majeure and / or accidental cases (ex. Earthquakes, major floods, heavy storms, riots, vandalism, etc.) unforeseen and out of *Combustion and Energy's* control.
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In addition, the company is not responsible for:

- Possible damages in terms of loss of revenue, savings or profits, interruption of operational activity, loss of contracts and/or business opportunities arising from the violation of the Terms and Conditions of Warranty described here, notwithstanding the fact that those damages were predictable and that *Combustion and Energy SRL* had been informed or not.

3. Repairs and replacement under Warranty

In order to obtain a quick repair or replacement, in the written communication the client has to indicate the serial number of the defective material, all the information regarding the detected defect and accompany the notification (where possible) with photos of the defect itself.

After receiving all the necessary information, *Combustion and Energy SRL* will send to the Client a Returned Goods Authorization.

The product has to be properly packed and sent to *Combustion and Energy SRL* headquarter DPP terms and custom charges; the costs deriving from this procedure, including shipping costs, shall be borne by the Customer.

The product will be inspected and checked and *Combustion and Energy SRL* will inform the client in the shortest time possible if the damage or defect is covered by warranty or not.

If the product is covered by warranty, *Combustion and Energy SRL* will repair or replace it free of charge, included the redelivery to the customer DAP terms. Unless otherwise agreed in writing, if the product is not covered by warranty, the shipping is paid by the customer.

All the products repaired or replaced under warranty shall be warranted for the remaining time of the original warranty.

ALFONSO DI GIOVINE
Managing Director