TERMS OF GUARANTEE

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TERMS OF GUARANTEE OFFERED BY LOMBARDO S.R.L. FOR THE SUPPLY OF PRODUCTS USING A LED LIGHT SOURCE.

The high level of quality of the Lombardo products enables the company to offer a complete guarantee **lasting five (5) years and/or 50,000 operating hours** for the standard use of its products..

1) PRODUCTS
This guarantee applies to **LOMBARDO products using a LED light source**, and is limited to the LED source.

This Guarantee covers light fittings used in environments with a maximum environmental temperature of 25°C.

2) TERMS OF THE GUARANTEE
This guarantee is valid only on condition that:
1) the user uses the Lombardo product according to the specifications of the product itself;
2) the product is installed correctly by qualified technicians with the qualifications required by the applicable regulations;
3) the light fittings are not modified by the user and/or that maintenance/repairs have not been carried out without the written authorisation of the Lombardo technical office.

Further conditions
- Faulty products must be sent to Lombardo within 15 days from the discovery of the fault otherwise this guarantee will be null and void. The costs of transport will be at the customer's expense. The costs of disassembling and reassembling the product are at the customer's expense. Any costs incurred for gaining access to the place of installation (e.g. mobile scaffolding, hoists, opening of places at night, intervention of third parties) will be at the customer's expense.

3) DURATION OF THE GUARANTEE and LIMITATIONS
- The guarantee granted by Lombardo S.r.l. to the CUSTOMER for **Lombardo products using a LED light source**, lasts for five (5) years and/or 50,000 operating hours.
- To ensure that the product guarantee coincides with the manufacturer's guarantee, the guarantee is extended for a further 3 months from the date of manufacture printed on the product, up to a maximum of 63 months from the date of manufacture. This date is easy to identify on the product label.

4) EXCLUSIONS
The guarantee does not cover
- damage caused by transport;
- damage caused by using the light fitting in unsuitable environmental conditions;
- damage caused by negligence or a lack of maintenance or attempts at repair work carried out by unqualified and/or unauthorised personnel and in any case without using the original accessories or spare parts;
- fittings installed on wiring systems that have a power factor unbalance (voltage/current) of less than 0.8;
- fittings installed on wiring systems without any type of overvoltage protection (e.g. for lightning).

5) FULFILMENT OF THE GUARANTEE
- The conventional guarantee provided herein can only be fulfilled if it is the subject of a written claim to Lombardo S.r.l. to be sent by means of letter or e-mail within **fifteen (15)** days from the discovery of the faulty operation of the fitting, otherwise the guarantee will be null and void.
- In order to take advantage of the conventional guarantee issued herewith, **THE CUSTOMER** must provide proof of having followed the afore-mentioned conditions.

The faultiness of the light fittings will be assessed by Lombardo S.r.l. which will determine, at its own irrevocable decision, whether it falls within the guarantee conditions described herein.

- The user benefiting from the guarantee will have the right to have the light fitting replaced or repaired.
- Following technological progress as well as modifications that may take place in the use of the products' light flow, the lighting characteristics of the LED modules sent to replace the faulty ones may differ compared with the original products.
- Lombardo S.r.l. reserves the right to replace the faulty product with another product similar in design offering a similar or better performance or it may reimburse the customer for the amount paid.
- The cost of labour for the replacement of the light fitting and, in any case, for any damage even if indirect connected with the faultiness of the product, is excluded.
- No agent, distributor or retailer is in any way authorised to change, modify or extend the terms of the guarantee on behalf of Lombardo S.r.l., under any circumstance.
- At the request of Lombardo S.r.l. the non-conforming or faulty products will become the property of Lombardo S.r.l. as soon as they have been replaced.

6) GOVERNING LAW - COMPETENT COURT OF LAW
The fulfilment, interpretation and any questions linked to the validity and effects of this conventional guarantee will, in all cases, be determined and governed by the Italian law. Any controversy that may arise from this guarantee or is connected with it and/or related to it will be transferred to the exclusive competence of the court of Bergamo.

For the effects and purposes of articles 1341 and 1342 of the civil code, specific approval is given of the clauses stated in articles: 2 (terms of the guarantee), 3 (duration of the guarantee and limitations), 4 (exclusions). 5 (fulfilment of the guarantee) and 6 (governing law – competent court of law).