

TERMS OF WARRANTY

Griven S.r.l. LED Luminaires – Release 15.02.2022 nr.03GR150222

TERMS OF WARRANTY GENERAL PROVISIONS

As manufacturer of LED luminaires, Griven S.r.l. of Castel Goffredo, Italy MN (hereinafter referred to as The Manufacturer) assumes a warranty period on its LED lighting products as specified in section A for five (5) years for luminaires and three (3) years for exterior finish of luminaires. 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 The Manufacturer does not have proof of date of purchase, then the purchaser (hereinafter referred to as The Customer) will be liable for the costs of any repair or replacement.

A. SCOPE OF VALIDITY

This warranty is valid only with reference to the LED lighting products manufactured by The Manufacturer, except for all the recessed and underwater LED lighting fixtures, and LED image projectors, on which a 2-year legal warranty is allowed. With respect to products sold to The Customer by The Manufacturer but not bearing The manufacturer's name or sub-brand name (including control systems, ballasts, transformers, batteries, cables, vents, gaskets, drivers, and accessories of any kind), The Manufacturer makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness of particular purpose, but will make the supplier's 2-year legal warranty available to The Customer upon request and only to the extent permitted by law and relevant contracts. Any defect caused to the exterior finish of the luminaire by or through contact with chemicals, chlorine, salt water, herbicides, fertilizers, strong detergents, contact with the ground, water containing corrosive agents or stray electric current is not covered by this warranty.

The warranty described in the following document is granted by The Manufacturer 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 warranty shall exclusively be the direct contractual partner of The Manufacturer.

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

Sample LED luminaires which are not intended for sale but for demonstration purposes shall be excluded from the warranty.

Unless otherwise specifically agreed to in writing by The Manufacturer, this warranty shall not apply to products manufactured by The Manufacturer according to The Customer's designs or specifications, and no warranty is given as to such non-standard products.

This warranty shall not apply to lighting projects and installations, and electrical installations. Electrical projects and installations must be carried out by authorized and certified professional third parties.

The warranty period is not extended in the case that warranty services are provided in the context of this warranty or the statutory warranty; in particular, it is not extended in the case of repair or substitution. These cases do not restart the warranty period either.

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P.iva Cod. Fiscale 01404480202 - VAT IT01404480202 Cap. Soc. 68.000 € I.v.

Registro imprese n.01404480202 - R.E.A. Mantova n.156577 N.Mecc. MN 001841

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Storage of uninstalled lighting fixtures must be done at below 80% non-condensing humidity and within range of operating temperatures from The Manufacturer specification sheets. Failure to do so will void warranty.

All the consumables are excluded from this warranty (exterior enclosure, glass trims, seals, pre-installation hardware, screws, lenses, secondary optics, diffusers, and similar).

The Manufacturer will not be liable for any damage that may directly or indirectly derive to people, animals and things as a result of failure to comply with the instructions and applicable legislation for installation, use and maintenance of the product as well as for damage deriving from any interruptions in the operation of the products.

The warranty applies only if the products are powered using power supply devices, drivers or other accessories supplied by The Manufacturer as part of the product order;

The 2-year legal warranty applies on recessed fixtures only if these are installed in the corresponding housing boxes supplied by The Manufacturer.

B. SCOPE

1) In the relationship to The Customer, The Manufacturer guarantees that, for a period of five (5) years for luminaires and three (3) years for exterior finish of luminaires (in the following referred to as "warranty 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 warranty"). Compliance with these performance values requires that the maximum ambient temperature at night (ta 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 The Manufacturer or, upon request, they will be sent to The Customer.

2) This warranty is granted for products which are switched on and off every day, the annual average consumption of which is 4,000 hours, and which are used in accordance with the relevant technical specifications and installation instructions. Lighting fixtures must not be turned on until 30 minutes after sunset and must be switched off 30 minutes after sunrise.

3) Any official photometric measuring shall exclusively be carried out by The Manufacturer or, insofar as The Customer objects to the result of The Manufacturer, by a mutually agreed accredited inspection body with a protocol specified by The Manufacturer.

C. WARRANTY SERVICE

If a product has a problem that is a case of warranty according to these terms of warranty, The Manufacturer shall repair or replace the returned product at its own discretion within the framework of the warranty. If the product is no longer manufactured or not available for any other reason, The Manufacturer may offer an alternative product that is comparable to the objected product.

The Manufacturer, due to product ageing processes, does not warrant that replaced or repaired products fully conform to and fit in the existing installations as regards surface appearance and/or photometric features (such as luminous colour, luminous flux etc.). If The Manufacturer decides to

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refund the purchase price and confirms this in writing, The Customer is obliged to return the defective product and The Manufacturer will refund the purchase price to The Customer.

All replacement products or replacement parts may contain either new or recycled materials, which are equivalent to new materials in terms of performance and reliability. Even if such parts or products are not new, their condition, owing to overhaul or repair, is to be considered as new in terms of performance and reliability.

No rights are given under this warranty to any person acquiring a product second hand. Further claims within the framework of this warranty, in particular claims for damages, shall be excluded.

D. EXCEPTIONS AND RESTRICTIONS

1) This warranty is exclusively limited to the warranty service of The Manufacturer that is finally regulated in section C for the products manufactured by The Manufacturer. 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 warranty. Furthermore, The Manufacturer shall not be liable due to this warranty for the compensation of persons for such losses or damage to persons or property. Consequently, The Manufacturer 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 The Manufacturer and with the IEC standards (International Electro Technical Commission), if applicable;
- c. The product was used for one of the purposes intended by The Manufacturer;
- 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 The Manufacturer, 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 The Manufacturer. The nominal ambient temperature, as regulated in the data sheet of the product, must not be exceeded when the product is used.

The applicable limits for operating/ ambient temperatures and supply voltage must be observed at all times;

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The applicable limits for operating/ ambient temperatures for products installed outdoor must anyway be observed:

- max. night temperature must not exceed 50°C (unless differently specified in the related technical sheet);
- min. night temperature must not go under -20°C (unless differently specified in the related technical sheet);
- max. day temperature must not exceed 60°C when products are off.

g. The product was not exposed to excessively high or low humidity, high altitude, water ingression induced by open-wire installation, fluctuation of voltage or current, moisture, lightning, windstorm, abnormal voltage, harmonic distortion, dust, dirt, corrosion or other external causes;

h. 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 The Manufacturer;

i. 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 The Manufacturer;

j. The product was not handled improperly and/or brought into contact with chemicals;

l. The product was continuously operated at the same place where the product was initially installed;

m. The product was cleaned every 6 months by expert and authorized personnel.

3) The terms of warranty of The Manufacturer shall not apply for:

a. Any damage or non-compliance due to force majeure (fire, extreme cold or warm weather, floods, tornados, hurricanes, frost, ice, wars or other force majeure events) 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 The Manufacturer 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. The Manufacturer 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 and harsh abrasives, cleaning agents, harsh cleaners or mechanical elements, such as rollers, sanders, high pressure water cleaners);

e. Breakdowns of less than ten percent (10%) 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 and its components;

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i. Failure of parts subject to ageing (such as discolouration of substances, change of colours, discolouration of coatings and embrittlement of plastic products), due to ageing;

j. Usage of power tools to tighten or assemble products and their parts;

l. Defects due to intentional (e.g. vandalism) or unintentional damaging (e.g. caused by animals);

m. Failure of breakable parts such as glass, bulbs and illuminants, due to breakage or mechanical stress;

n. If the product is assembled or installed in a corrosive environment, in particular by the sea, or at another chemically contaminated place, The Customer shall inform The Manufacturer about this before conclusion of the contract. The Manufacturer will then give instructions concerning the necessary measures to be followed by The Customer (e.g. special treatment, varnishing, etc.) which will have to be approved in writing. This shall also apply for the regular performance of the provided maintenance activities for the duration of the operating period;

o. Access of malwares, software bugs or viruses;

p. Products with either missing or illegible labels.

E. EXCLUSIVITY

No representative, dealer, distributor or seller shall be entitled to change, restrict, or extend these terms of warranty on behalf of The Manufacturer.

F. CLAIMS FOR WARRANTY SERVICES

1) The warranty requires the settlement of the bill within the maturity date through The Customer. The Customer shall immediately inform The Manufacturer about any possible claim under the warranty and send the form *Mod 04-10-0 Technical Assistance Request – Warranty* filled-out with the description of the possible case of warranty to the address mentioned in number 2 at the latest within thirty (30) days after determination of the possible case of warranty and in any case within the warranty period. In this written assertion of the possible case of warranty, 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 document mentioned in section F, number 1 shall be addressed to: Griven S.r.l., Via Bulgaria 16, 46040 Castel Goffredo (MN) ITALY and sent via e-Mail to sales@griven.com.

3) After submission of the document mentioned in number 2, The Manufacturer will decide the best procedure to verify if and how the asserted claim can be allocated within the warranty terms.

4) In the case that The Manufacturer should determine that the product or the products of The Customer which were sent to The Manufacturer for inspection are not covered by the warranty, The Manufacturer shall be entitled to charge The Customer for the costs arising from the examination of this product or these products regarding a claim under warranty.

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5) Possible defective products will become property of The Manufacturer as soon as they are replaced.

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

7) Warranty claims asserted against The Manufacturer within the warranty period or otherwise in due time become time-barred after expiry of six months from the day when the claims were asserted by email via the *Mod 04-10-0 Technical Assistance Request – Warranty form*;

8) 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 warranty 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 warranty commitments shall not affect the validity of the remaining provisions. Effective date: February 2022

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