

## 10-YEARS EXTENDED WARRANTY

### 1. Purpose

1.1 This standard warranty (the "Warranty") is issued by Neri SpA, with registered office located in S.S. Emilia 1622, 47020 Longiano (FC), Italy (hereinafter "Neri"), to its customers (hereinafter "Customers") who have purchased first-hand LED fixtures available in Neri catalogues (hereinafter "Products"), directly at Neri or from an authorized dealer. This Warranty is not transferable.

1.2 This Warranty is valid for products purchased in or after September 2016. Neri reserves the right to change the contents of this Warranty at any time, without notice. Any change to this Warranty will be effective on all orders received from Neri starting on the date of publication of the new version of the Warranty on the website [www.neri.biz](http://www.neri.biz).

### 2. Warranty Coverage

Neri guarantees that the Products conform to the relevant technical specifications and are free from defects in workmanship and/or materials. No other statement or representation of third parties may effectively be binding for Neri in relation to the Products.

### 3. Operating conditions of the Warranty

This warranty is valid provided that:

- a) assembly and installation of the Products are carried out by specialized technicians and in accordance with the instructions provided by Neri;
- b) the Customer provides Neri with a copy of a valid certificate of conformity and inspection of the electrical system related to the Products issued by a qualified technician;
- c) the Products are used in accordance with the instructions relating to them and for the uses, purposes and applications specifically indicated in the instruction manuals and/or in the technical specifications in force at the time the order is made;
- d) the temperature and voltage limits for the Products are not exceeded and the Products are not exposed to mechanical loads that do not conform to the intended uses, purposes and applications;
- e) maintenance of the Products, if required, is carried out by specialized technicians and in accordance with the instructions provided by Neri;
- f) the defect identified by the Customer impairs the proper functioning of the Products;
- g) the Customer has performed all the emergency procedures specified in the instruction manual and/or in the relevant technical specifications;
- h) the Products deemed defective are kept by the Customer in the state in which they are located (including the light source) until Neri carries out the necessary checks;
- i) the Customer has paid in full the agreed price of the Products.

### 4. Limitations and exclusions

- 4.1 The guarantee does not apply in any case where the nonconformity or defect is not attributable directly to Neri and, in particular, in the case of:
- a) damage and/or failure – such as but not limited to scratches, dents, malfunctions – incurred during the handling and/or transport stages;
  - b) assembly, installation, connection to the power supply or commissioning of the Products carried out improperly or in any way that does not comply with the instructions issued by Neri;
  - c) defects caused by impulses of an amplitude or a duration greater than those provided by standard IEC 61000-4-5:2005-11 and IEC 61547:2009;

d) defects of the Products resulting from unforeseen and unpredictable events which exclude the traceability of such defects back to the manufacturing process of the Products (such as, for example, fortuitous events and/or events of force majeure, extraordinary atmospheric events such as lightning and electrical discharges, vandalism, fire, eddy currents).

4.2 The following are in any case excluded from the Warranty:

- a) remote control systems (photocells, remote management modules, etc.) supplied with the Products;
- b) any accessories, parts and elements added to the Product after its delivery and/or installation;
- c) plastic parts that discolour or change transparency, opacity, hue or become brittle due to the natural ageing process;
- d) the components of the Product subject to wear;
- e) Products that have been modified or repaired without the prior written permission of Neri;
- f) all expenses and related incidental costs and/or any costs arising from repairs and/or replacement of the Products or non-compliant or defective parts (such as but not limited to costs/expenses for disassembly and assembly, shipping costs for the non-compliant or defective or repaired or replacement Product, any travel, food and lodging expenses incurred by Neri in order to service covered by warranty at the site the Products are installed, expenses for lifting equipment and scaffolding).

### 5. Activation and duration of the warranty

- 5.1 In order to benefit from this Warranty, the Customer must first verify that the WARRANTY:10 code is present on the order, and then, within thirty (30) days of the date shown on the invoice, send a request to [warranty@neri.biz](mailto:warranty@neri.biz) providing the identification data of the Customer, name and code of the Product, number and date of the invoice, the installation site of the Product.
- 5.2 If properly activated according to the procedure outlined in the previous paragraph, this Warranty will remain valid for a period of 10 years (120 months) from the date shown on the invoice. In any case, and only with reference to the power components of the Products, the Warranty has a maximum duration of 50,000 hours (corresponding to 12 hours of daily operation); within that limit, the Warranty is valid even for defects that may occur with a frequency greater than the nominal defect rate of 0.2%/1000 hours of use, unless otherwise stated on the data sheet.
- 5.3 In the event this Warranty is not activated, the "standard" Warranty issued by Neri in reference to its products will apply, and this Warranty can be found and consulted on the website [www.neri.biz](http://www.neri.biz) in the Guarantee Section.

### 6. Service covered by the Warranty

- 6.1 The Customer is obliged to notify Neri directly, in writing, of any non-conformities or defects of the Products, sending an e-mail to [postvendita@neri.biz](mailto:postvendita@neri.biz) no later than thirty (30) days after discovering the defect, providing therein:
- a) the name and code of the Product;
  - b) the number and date of the invoice;
  - c) the installation site of the Product;
  - d) a detailed description of the defect accompanied by photographic evidence;
  - e) the way the Product is used and the environmental conditions under which it has been used.

- 6.2 Upon receipt of the Customer's email communication, Neri will conduct a preliminary check of the non-conformity or defect reported and will notify the Customer if he is authorized to return the Product and in what manner. Returned Products will be accepted by Neri only if previously authorized in writing and the Products are sent properly, properly packaged, and the transportation costs are prepaid. The authorization to return the Products does not constitute any form of recognition of non-conformities or defects by Neri.
- 6.3 If Neri finds that the products are indeed non-compliant or defective and that the non-conformities or defects reported by the customer are covered by this Warranty, it will, at its sole discretion, and within a reasonable period of time after the claim is made, repair and/or replace free of charge the Products or defective or non-compliant parts with Products or equivalent components in terms of energy and lighting performance, to the extent permitted by progress in LED technology. Alternatively, Neri may also refund the price of the Products to the Customer, in whole or even in part, by issuing a credit note. If the defect consists of the appearance of rust and Neri verifies the existence of the same, the Customer shall only be entitled to receive delivery at his location of the special paint and the instructions needed to repaint the Product, consequently excluding any other or further compensation or indemnity.
- 6.4 The remedies described in paragraph 6.3 above are the only remedies that may be invoked by the Customer towards Neri on the basis of this Warranty. Except in cases of wilful misconduct or gross negligence, any further liability of Neri for any direct, indirect or any other damage related to the supply of non-compliant or defective Products is thus excluded, and the Customer is not entitled to obtain payment extensions, price reductions or the termination of the contract of sale.
- 6.5 If properly activated according to the procedure indicated in paragraph 5 above, this Warranty is the sole and exclusive form of guarantee on the Products supplied by Neri to the Customer, with the express exclusion of any other form of warranty and/or explicit and/or implicit right of the Customer recognized by law (such as but not limited to guarantees of saleability, suitability for a particular purpose, all of which are hereby disclaimed), which the Customer waives to the fullest extent permitted by law.

## **7. Disclaimer**

Neri accepts no responsibility for any damage that occurs, directly or indirectly, to persons and/or property as a result of failure to comply with the requirements of the Products, particularly those concerning assembly, installation, use and maintenance of the same, and/or as a result of use of products in a manner that does not conform with the diligence required by the nature of the Products.

## **8. Applicable law and jurisdiction**

This standard warranty is governed by Italian law and for any dispute relating to it, the Court of Forlì will have exclusive jurisdiction.