

5 YEARS
WARRANTY

Augenti®

Product Warranty Five Years

1. AUGENTI LIGHTING warrants that its own brand products ("Product/s") are free from manufacturing and/or material defects, when used as intended, for a period of five years from the date of invoice.

2. This warranty ("Warranty") is issued by AUGENTI LIGHTING in favor of your company ("Customer") on the standard Products, subject of the supply, in its catalogs.

3. The Warranty operates only under the condition that:

- a) The Products are used in accordance with the prepared specifications, related to the Product and use (technical specifications);
- b) The installation and/or assembly of the Product is carried out in accordance with the instructions enclosed with the Product and by trained technical personnel;
- c) The temperature and voltage limit values are not exceeded and the Product is not exposed to mechanical loads that do not comply with its intended use;
- d) For Products installed outdoors:
 - Maximum night temperature not exceeding 40°C (104°F);
 - Minimum night temperature not less than minus 20°C (-20°C), unless otherwise specified in the technical documentation;
 - Maximum daytime temperature not exceeding 60°C when the Products are turned off;
 - The Products must be turned on and off on a daily basis, be on for an average of 4,400 hours per year, and be used in accordance with their technical specifications and installation instructions;
 - Products should be turned on no earlier than 30 minutes after sunset and should be turned off no later than 30 minutes after sunrise.
- e) With respect to electronic ballasts, the Product is installed with lamps complying with the corresponding IEC specifications in effect at the time of purchase;
- f) Maintenance of the Product is performed in accordance with the instructions attached to the Product and is carried out by trained technical personnel, and no modifications or repairs are made to the Products without written authorization or not in accordance with the attached instructions;
- g) The Customer has previously performed all the initial operations indicated in the instruction manual attached to the product;
- h) The Product found to be defective is stored by the Customer in the state in which it is (including the lighting source) for as long as necessary to allow AUGENTI LIGHTING to conduct the necessary investigation of the defects/flaws complained of;
- i) The defect, duly specified and proven in its nature and extent, is reported in writing by the Customer to AUGENTI LIGHTING under penalty of forfeiture within and not later than thirty (30) days of its discovery;
- l) The Customer has duly paid for the Product in accordance with the payment terms agreed upon in the contract of sale;
- m) The Products supplied are installed worldwide, excluding the following countries: the USA and Canada.
- n) The Customer presents the invoice for the purchase of the Products.

4. The Warranty does not operate with reference to:

- a) Defects in the Product due to unforeseen and unforeseeable events, so-called fortuitous event and/or force majeure (including electrical discharges, lightnings), which exclude the traceability of such defects to the manufacturing process of the Product;
- b) Defects resulting from impulsive disturbances (surges) of amplitude or duration exceeding:
 - 1000 V between conductor and conductor (L and N);
 - 2000 V between conductor and ground (L and PE, N and PE).
- c) To class III products if they are used with electronic power supplies and drivers other than those specified in the AUGENTI LIGHTING catalogs without prior permission from the same.

5. In the event that the Product should reveal defects covered by this Warranty statement, and provided that the conditions set forth in paragraphs 3. and 4. above occur, AUGENTI LIGHTING shall be free to proceed, at its choice, to repair and/or replace the Product with an equal or equivalent product, consistent with the technological progress that has occurred with respect to the original Product.

6. The Warranty does not cover:

- a) All incidental expenses that arise as a result of repairing the defect (such as e.g. those for assembly and disassembly, transportation of the defective Product and the repaired and new Product, disposal, per diem and travel, lifting devices, scaffolding); such expenses shall be borne by the Customer;
- b) Parts subject to wear and tear, such as for example light sources (excluding LEDs), batteries, mechanical parts subject to wear and tear, fans used for active heat dissipation in products with LED sources; as well as software defects, bugs or viruses.

7. Outdoor Products are manufactured by AUGENTI LIGHTING through innovative production processes that guarantee a high quality level of the same in terms of resistance to corrosion, abrasion and peeling. Said Products are covered by this Warranty only if any defects affect their structural/mechanical safety and are attributable to flaws in the Product's manufacturing process.

The Warranty does not cover paint defects caused by contact with soil, chemicals, fertilizers, water containing corrosive agents and stray electric currents. Discoloration, color change and/or color loss caused by factors that may alter or corrode materials, including sunlight, rain, salinity and similars.

8. This Warranty is the sole and exclusive form of warranty provided by AUGENTI LIGHTING to the Customer on the Products in express derogation of any other warranty rights, express and/or implied, that may be recognized by law to the Customer, who waives them to the fullest extent permitted by law, as well as any other warranties provided by AUGENTI LIGHTING, subject to the application of mandatory product warranty laws.

9. The Customer shall have no further claim against AUGENTI LIGHTING in relation to the flawed Products. In particular, AUGENTI LIGHTING shall not be charged any expenses for the storage of the defective/faulty Products, nor any other charge and/or compensation for damages, just as the Customer shall not have the right to request and/or demand deferments in payments, price reductions or termination of the supply contract.

10. This Warranty is valid for purchases of Products invoiced on and after the effective date set forth below. AUGENTI LIGHTING reserves the right to modify this Warranty at its choice and at any time. Any modifications to the Warranty shall be valid for purchases of Products invoiced on the effective date of the modification.

11. The conditions contained herein shall be understood to be subject to and interpreted in accordance with the rules of Italian law. Any and all disputes concerning the aforementioned conditions and, in any case, any dispute concerning the interpretation and/or execution of the same conditions shall be referred to the Italian judicial authority and competent to decide will be the judge of the place where AUGENTI LIGHTING is based (court of Brescia).

Effective dates
01.01.2025

