

## 2-YEARS WARRANTY DISCHARGE LAMP PRODUCTS

1- FAEL S.p.A. ("**FAEL**") ensures that products with discharge lamps, branded "Fael LUCE" ("**Products**") are free from any manufacturing defects and / or material, in case of it is used in a proper way, for a period of two years from the date of the invoice.

2- This warranty ("**Warranty**") is issued by **FAEL** in favor of your company ("**Customer**") on standard products, as regards the supply.

3- The Warranty is activated from the date of the invoice and in any case, within not later than ninety days from the date of shipment of the product.

4- The Warranty shall be valid only at following conditions:

- a. Products are used in compliance with the relevant technical specifications, relatively to the Product and its use;
- b. The installation of the product is carried out accordingly to the instructions attached to the product and done by qualified technical personnel;
- c. The product is used within the limits of temperatures and voltages, and does not suffer any mechanical loads not conform to the intended use;
- d. Maintenance of the Product is carried out periodically, and is done by specialized technical personnel, according to the rule of art and the instructions provided by FAEL;
- e. Any changes are implemented to the Products;
- f. Any component is replaced, without the prior written approval of FAEL;
- g. Customer has performed necessary verification operations, accordingly to the instructions manual attached to the product;
- h. The Customer has duly paid the products, accordingly to the conditions of the purchase contract;
- i. The products are installed in Europe.

**5-** The guarantee is not valid with reference to the Product defects due to unexpected and unpredictable events, so-called unforeseeable and / or force majeure (including, for illustrative, yet incomplete purposes, electric shocks, lightning);

**6-** To activate the warranty, subject to the exclusions, limitations and conditions described, the following detailed instructions should be observed.

Procedure for verification of the damage and / or a defect to be followed in case of a complaint:

- a. Customer shall promptly report the damage and / or defect by sending written notice to FAEL, by fax, describing the situation occurred;
- b. The Customer must provide full and extensive photographic documentation for all damaged products;
- c. The customer at the request of FAEL, will provide the sample/s of the product /s intact / s for the necessary technical analysis to be carried out by FAEL in order to identify the problem;
- d. Once FAEL is provided with the sample/s, technical analysis will be carried out and the Customer will be provided with relevant report.

**7-** Damaged and / or defective product/s will be maintained in its original state until the completion of the previously described analysis in paragraph 6) and, in any case, until FAEL gives authorization for any change / removal / replacement.

**8-** If the product reveals defects covered by present declaration of guarantee, FAEL, at its discretion, will proceed in order to repair and / or replace the Product with a product equal or equivalent, compatible with any technological advancement in comparison to originally supplied product.

**9-** The damaged or defected products, at FAEL request, will be returned to FAEL at Customer's expenses.

**10-** The warranty does not cover:

- a. Any additional costs following the repair of a defect (such as, by way of example, those for assembly and disassembly, transportation of the damaged product from the Customer and the supply of repaired or new product, disposal expenses, costs of lifting devices, scaffolding, storage costs); these expenses are charged to the customer;
- b. Costs relative to the usury, such as mechanical parts.

**11-** If the warranty procedure hasn't been properly activated, the customer will no longer have anything to claim from FAEL relatively to the damaged Product, both in case of a positive outcome or in case of failure of the technical response required for implementation of the warranty.

**Fael S.p.A.**

Luciano Giuseppe Parravicini  
Board Chairman

