

DECLARATION FOR MELOGRANOBLU PRODUCTS 2-YEAR WARRANTY

1. SUBJECT.

1.1 With this Declaration, the company Melogranoblu S.r.l. guarantees its Customers (identified pursuant to article 1.4), following activation of the Warranty (disposed pursuant to article 1.2), that the standard products in its catalogues ("Products") are free of original manufacturing and/or design defects for a period of 2 (two) years from the invoice date.

1.2 The Warranty also operates solely with reference to the Products supplied to professional Customers ("Customers"), understood to be economic operators in the sector who purchase the Products directly from Melogranoblu S.r.l. for subsequent sale of the same in the realization of a specific Project, for which they must provide all the relevant information. As an example, retail shop managers, retail shop chain managers and organized large distribution managers, contractors, architects or interior designers can consider themselves to be Customers. This warranty will therefore not operate, under any circumstances, in favor of the end consumer, for whom the reference national standards prevail which can be claimed directly with the reseller.

1.3 The Warranty is also granted exclusively to the Customer who purchased the Products directly from Melogranoblu S.r.l. and does not extend to any further third-party purchaser. No one is authorized in any way shape or form to change, modify or extend the terms of the Warranty on behalf of Melogranoblu S.r.l. in any condition.

2. WARRANTY TERMS.

2.1 The Warranty covers original design and/or manufacturing defects of the Products that appear within 2 (two) years of the invoice date. The defect must be reported to Melogranoblu S.r.l.—in accordance with the subsequent article 5.1 – within 60(sixty) days of discovering it. It is understood that, upon receiving the goods, the Customer is responsible for checking conformity with the purchase order. Any disagreements in terms of quantity, type, aspect and anything else that can be ascertained by means of a visual check (apparent defects), must simply be reported in writing within a maximum of 8 (eight) days of delivery. In the meantime, the contested items must not be installed, nor must they be tampered with. In the case of requests sent after this deadline, the Products will be considered compliant for all intents and purposes and the dispute will be rejected.

2.2 Moreover, the Warranty is valid only for the first installation of the Products. Any subsequent installations cannot be considered covered under Warranty.

3. WARRANTY CONDITIONS. – validity

3.1 The Warranty can be applied exclusively on the condition that:

- the Product is used in accordance with the foreseen intended use, in accordance with the Product specifications and that the tags/labels have not been removed;
- the Product is correctly installed by qualified technical personnel in full compliance with the relative instructions made available by Melogranoblu S.r.l.;
- maintenance has been carried out following the foreseen instructions and repairs carried out by Melogranoblu S.r.l.;
- the Customer has observed the agreed upon payment terms;
- decrease or deterioration of the luminous flow is greater than 0.6% for 1000 hours of service with respect initial value and/or the mortality of the LED is greater than the rated failure rate of 0.2% for 1000 hours of use and/or the claims concerning differences of shade and luminous flow are within the same Product supply;
- the Product is used in environments with temperatures no higher than 35°C.

4. WARRANTY CONDITIONS. – exemption

4.1 The Warranty cannot be applied for:

- Product installed in inadequate environmental conditions;
- damages caused by negligence in installation/maintenance operations or unauthorized repairs or, if authorized, carried out with non-original replacement parts and non-compliant procedures or by unqualified staff;
- damages caused by excessive mechanical loads, non-compliant with the intended use of the Product and its characteristics;
- defects that, in any case, do not compromise the structural and/or mechanical safety of the Product;
- damages consequent to atmospheric events, intentional acts and other accidental events that rule out the traceability of said deficiencies to the Product manufacturing process;
- painting deficiencies caused by contact with the ground, chemical substances, fertilizers, water containing corrosive agents and stray electrical current;
- Product used with power supply other than that indicated in the Melogranoblu S.r.l. catalogues or Products that use a power supply produced by third party without authorization of Melogranoblu S.r.l.;
- Product installed on systems without protection systems against surges of any nature (e.g.: lightning);

4.2 In any case, it is understood that Melogranoblu S.r.l. will not bear any expenses other than those associated with the repair and/or replacement of the defective Product, including but not limited to, the costs of disassembly and reassembly, any costs sustained to access the installation site (example: scaffolding, elevators, opening of spaces during night hours, operations by third parties), the Product transport expenses to the Melogranoblu S.r.l. site and back to destination. Moreover, no compensation and/or indemnity can be claimed for damages, direct or indirect, of any nature stemming from the lack of or limited use of the defective Product and/or its sale, nor can recourse actions be exercised against Melogranoblu S.r.l..

5. WARRANTY PROCEDURE.

5.1 In the event that a Product defect is found during the Warranty period, the Customer must submit a specific written request to the headquarters of Melogranoblu S.r.l., by registered mail or certified mail, indicated their data (name, address, telephone number), specifying in detail the defect(s) found and the conditions of use of the Product in question.

5.2 In the event that the ascertained defectiveness of the Product should fall within the scope of this Warranty, Melogranoblu S.r.l. shall proceed, at its discretion, with replacement of the Product (partial or entirely and with an identical Product or one similar in design with equal or superior performance), or with repair of the Product, or by reimbursing the Customer for the value of the purchase concerning the defective Product.

5.3 Replacement of the Product or its components does not trigger a new warranty (on the replaced Product or its replaced components) and the Product is to be considered covered by only the one Warranty.