

# WARRANTY TERMS & CONDITIONS

5  
YRS

FRANCESCONI  
ARCHITECTURAL LIGHT

## **FIVE-YEAR WARRANTY FOR THE SUPPLY OF LED LIGHT SOURCE PRODUCTS**

F.lli Francesconi & C. Srl (herein referred to "The Company") offers a complete guarantee lasting five (5) years and/or 50.000 operating hours for the standard use of its products  
This guarantee applies to FRANCESCOINI products using a LED light source, and is limited to the LED source.

### **TERMS AND CONDITIONS OF WARRANTY**

The Warranty is applied only in the following circumstances:

1. The installation of the product must be done by technical qualified personnel and in conformity of instruction sheet in attached with every product. Then the installer has to send to Francesconi a copy of testing of the system and declaration of precise work.
2. The maintenance of the product must be made by technical personnel in compliance with the instruction provided.
3. Conditions of operation indicated on the product label and on the Instruction Sheet of the product must be respected. The temperatures and voltage must not exceed the limits mentioned on the product and also the mechanical loads must be compliant.
4. The product must be paid with relative invoice.
5. The warranty is granted provided that this is activated within 30 days from delivery of goods. Once this term of 30 days from delivery date is elapsed without notice, this warranty cannot be activated anymore.

### **EXCLUSIONS AND LIMITATIONS**

The legal warranty and warranty extension that the Company grants for its standard products in the catalogue does not cover:

1. Visible and hidden damage caused by transport.
2. Damage caused by the use of the product in inappropriate environmental conditions that may be in partial or total contradiction with the indications on the installation sheet of the product.
3. Damage caused by negligence and failure to comply with the periodic maintenance cycle of the product detailed on the instruction sheet, which is necessary for the correct functioning of the product.
4. Damage caused by alteration of the product or resulting from repair attempts made by unqualified personnel not authorized by the Company in written form.
5. Damage resulting from the accelerated decay of the paint due to the installation of products in marine areas and in environments with high corrosiveness and bad windy conditions, different than the tests in neutral salt spray fog carried out in compliance with UNI ISO 9227: 2012 norms.
6. Damage resulting from installation in plants without protection systems against overvoltage caused by power supply surges or weather events.
7. Damage caused by the ignition of the fixture, even temporarily, during daytime. It is recommended to switch the fixtures on one hour after sunset and switch them off half an hour before sunrise, under penalty of loss of warranty claims.

A product can't be considered defective against the not-working of single led because this condition doesn't compromise the functionality. If the non-working leds are less than 10% on the total a product this is not considered defective for our warranty, as well as for a reduction of the light flux of the product.

All costs, by way of example but not exhaustive, such as costs for dismantling and reassembly, ancillary costs for access to sites, costs for rental of equipment (scaffolding, forklifts, platforms) and opening of places in particular times with dedicated staff must be borne by the Client without exception.

In no event shall the Company be liable for incidental, compensatory, consequential, indirect, special or other damages. The Company's liability for a defect of the product will in any case be limited to the sum paid for that defective product. This warranty is the only warranty provided by the Company and is granted with exclusion of all other warranties, express or implied.

Warranty does not cover normal wear of components, as well as it does with different lighting characteristics compared to the original product resulting from the technological progress of LEDs.

Any warranty intervention will not give the right to extensions or renewals beyond 5 years from the date of invoicing of the product.

## **WARRANTY ACTIVATION PROCEDURE:**

The customer must send a written notice to supplier by mail to address [customerservice@francesconi.it](mailto:customerservice@francesconi.it).

This notice must include all the following details:

- code and/or type of product
- invoice references (number, date, etc...)

## **WARRANTY AND CLAIM PROCEDURE**

The guarantee is active by written complaint to be sent by email to [customerservice@francesconi.it](mailto:customerservice@francesconi.it) not later than 15 calendar days from the occurrence of the malfunction of the product, under penalty of revocation.

The customer must provide documentary and photographic evidence that he has complied with all the installation instructions provided by the Instruction Sheet of the product with a recommendation to keep it also for the purpose of periodic maintenance.

The faultiness will be evaluated by the Company and documented in written form to the Customer through a report (doc. ISO S87\_01\_REV2) and, at the full discretion of the Company, the following actions will be activated:

1. Replacement or fixing of the product with updated technologies, which may differ from what was originally supplied.
2. Replacement of the defective product with one of a similar design with equal or better performance.
3. Refund to the customer for the amount of the purchase.

## **TECHNICAL DISPUTES**

In case of technical disputes the parties will submit the products to the evaluation of a third party decided by mutual agreement, or in absence of agreement, by the President of Court of Brescia. The evaluation will be binding for both the parties. Each party will pay the 50% of the cost.

## **APPLICABLE LAW AND JURISDICTION**

The execution and interpretation and any other questions will be ruled by Italian Law.

The Brescia Court will have exclusive jurisdiction in all disputes.

The Company reserves the right to change the terms of this warranty without any prior notice.

# FRANCESCONI

ARCHITECTURAL LIGHT

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