



CONDITIONS FOR PRODUCT GUARANTEE EXTENSION TO FIVE YEARS

1- ILMAS SPA Guarantees that the Products carrying the ILMAS brand are free from manufacturing and/or material defects in the event of compliance at destination.

This Guarantee is issued for a period of five years from the date the material is delivered to the Customer.

2- This Guarantee extension with respect to the legal limit of 12 months from the Product delivery date is issued on standard Products present in their catalogues or technical sheets attached to the Order, to be considered an integral part of this object of the supply.

3- The five-year Guarantee will be activated if the Customer will fill in the application forms attached to this certificate, within and not later than 60 days from invoice date. The activation of the above mentioned Guarantee extension will be subject to ILMAS SPA acceptance.

Failure to send the required documentation to ILMAS SPA will void the five-year Guarantee extension, remaining valid the legal Guarantee.

4- The 5-year Guarantee is valid under the following conditions:

- a) that the Customer has duly paid the Product in compliance with the payment terms agreed in the sales Contract;
- b) that the Customer submits to ILMAS SPA the purchase Contract or the corresponding invoice;
- c) that the Products are used in compliance with the prepared Specifications, relating to the Product and the use for which it was manufactured, which the Customer states to know and approve;
- d) that the installation and/or the assembly of the Product is carried out in compliance with the plant regulations in force and with reference to the technical Specifications and use of the installed Product;
- e) that the installation is carried out by skilled technical personnel who issues the statement referred to in point d);
- f) that the environmental conditions such as temperature, Relative Humidity and voltages are not exceeded and the Product is not exposed to mechanical loads not in compliance with its destination;
- g) that the Product is stored properly and in appropriate spaces;
- h) that the Product data label is not damaged or removed;
- i) that the maintenance of the Product is carried out annually by skilled technical personnel and modifications or repairs are not carried out to the Products without specific written authorisation by ILMAS SPA;
- l) during the 5 years, the Guarantee covers up to a maximum of 4,000/hours/year of use. Within these limits the Guarantee is valid for defects higher than the nominal failure rate of 0.2%/1,000 hours of use, unless otherwise established in the technical Specifications related to the Product, its components and its use;
- m) that the defect, duly specified in its nature and extent, is reported by the Customer in writing through filling in the form, and the latter sent to ILMAS SPA within and not later than 10 (ten) days from the discovery of the defect, under penalty of cancellation of the Guarantee;
- n) that the Product reported to be defective is kept by the Customer at his charge in the state that it is for as long as necessary to allow ILMAS SPA to carry out the necessary inspections on the claimed faults/defects: consequently, the Product must be placed at the disposal of ILMAS SPA for the related checks even in joint assessment with the Customer.

ILMAS will check the claimed fault and/or defect within 60 days from the Customer's report: when special equipment may be necessary for checking, the Product must be delivered to the ILMAS SPA premises at Customer's expense.

In the event that the Product should reveal defects covered by this Guarantee statement, and provided that there occur the conditions referred to in the previous paragraphs, ILMAS SPA will be free to proceed, at its discretion, with the repair and/or replacement of the Product with a Product equal or equivalent, new or regenerated, in line with the technological progress interval with respect to the original Product.

Both, in case of repairs and replacement of the defective Products or electrical components, the original Guarantee will continue to be valid and therefore it will maintain its original expiry date.

5- The Guarantee is not valid with reference to:

- a) product defects due to unexpected and unpredictable events, so-called unforeseeable and/or force majeure (including,



merely by way of example, electric shocks, lightning, generation of network harmonics, overvoltages above the normal limits, natural events), which exclude the traceability of such defects in the manufacturing process of the Product;
b) defects caused by power disturbances (surges) of range or duration higher than:
- 1,000 V between conductor and conductor (L and N),
- 2,000 V between conductor and earth (L and PE, N and PE).

6- The Guarantee does not cover:

- a) if, following a check of the plant, the detected parameters are found to be different from those stated during the Guarantee extension request stage;
- b) all incidental costs arising after the repair of the defect (such as, for example, those for assembly and disassembly of the Product, transport of the latter affected by defects and the Product repaired as new. Disposal, daily allowances and transfer of personnel for the repair and/or replacement of the Product, lifting devices, scaffolding, etc.). These costs will be at the Customer's charge;
- c) all parts subject to wear such as, for example, the light sources (excluding LEDs), batteries, mechanical parts subject to wear, fans used for active heat dissipation in Products with LED sources, such as also software, bugs or viruses defects;
- d) a defect up to 10% of the number of LEDs or a decline of the light flux up to 30% of the initial value;
- e) deterioration phenomena of parts of the Product that do not compromise their functionality;
- f) malfunctions resulting from failure to carry out maintenance of the Product;
- g) malfunctions resulting from use or installation of the Product components not supplied by ILMAS SPA;
- h) damage caused by transport, use of equipment in poor environmental conditions, negligence in maintenance, attempts to repair carried out by unskilled personnel and/or unauthorised by ILMAS SPA, with use of non original accessories or spare parts and in any case any direct or indirect damage related to the defectiveness of the Product, including, merely by way of, and not exhaustive, example, blocking the electrical plant.

7- If properly activated, this Guarantee is the sole and exclusive form of Guarantee provided by ILMAS SPA to the Customer on the Product in expressed waiver to any other right, explicit and/or implicit, possibly recognised by law to the Customer, who waives it to the fullest extent permitted by law, as well as to any other possible Guarantees provided by ILMAS SPA.

8- The Customer, with the repair and/or replacement of the recognised faulty and/or defective Product will have nothing to pretend from ILMAS SPA in relation thereto. In particular, conservation costs for faulty and/or defective Product cannot be charged to ILMAS SPA, nor any other liability and/or payment for damages, also dependent on the non-use of the Product or additional costs or damages possibly claimed by third parties to the Customer; just as the latter will not have the right to request and/or claim any payment extensions, price reduction or termination of the supply Contract.

Bernate Ticino,

ILMAS SPA

THE CUSTOMER



ILMAS SPA
 No. 23/B, Via Vittorio Veneto, - 20010 Bernate Ticino (MI) - ITALY
 Tel. +39 02-93900353 - 349 Fax. +39 02-93900357
www.ilmass.com - ilmass@ilmass.com

ACTIVATION OF GUARANTEE EXTENSION TO 5 YEARS FORM

DATA OF APPLICANT

COMPANY NAME	TELEPHONE No.
ADDRESS	MUNICIPALITY.
TOWN	PROVINCE

PLANT LOCALISATION

COMPANY NAME	TELEPHONE No.
ADDRESS	MUNICIPALITY.
TOWN	PROVINCE

MODEL OF EQUIPMENT	CODE		QUANTITY
MODEL:			
	BILL OF LANDING	NUMBER	DATE

FITTER'S DATA

COMPANY NAME	TELEPHONE No.
ADDRESS	MUNICIPALITY.
TOWN	PROVINCE
TYPE OF CERTIFICATION	DATE

COMMISSIONING DATA	TEMPORARY	FINAL
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DATE OF INSTALLATION		
DETECTED VOLTAGE attach test reports with plant parameters indications		
ROOM TEMPERATURE (indicate average value of the rooms) attach test reports with plant parameters indications		
COMMISSIONING DATE (if the dates should coincide, fill in the final) (indicate whether the products have been powered from temporary electrical panel boards)		

COMMISSIONING CERTIFICATE IN COMPLIANCE WITH THE REGULATIONS attach certificate	YES		
	NO		
CERTIFICATE OF OCCURRED CONTROL RELATED TO NO HARMONIC NETWORK IN THE PLANT attach certificate	YES		
	NO		

COMPILER OF REQUEST FOR GUARANTEE EXTENSION	Customer's seal and signature
COMPANY ROLE	

PART RESERVED TO ILMAS SRL

FORWARDED QUANTITATIVE DOCUMENTATION CHECKING	NO	YES
FORWARDED PARAMETERS COHERANCE DOCUMENTATION CHECKING	NO	YES

EXTENSION OF GUARANTEE APPROVAL	NO	YES	ILMAS SPA'S SEAL AND SIGNATURE
END OF GUARANTEE DATE			
REASONS			