

WARRANTY CONDITIONS

By thanking you for the purchase of our product we inform you that all our products are built in compliance with the requirements of the CEI EN 60598-1 standard and the CE marking certifies their conformity with the requirements established by the current Community legislation.

All information shown in this document may change without notice. This document and related information remain the exclusive property of Progtech Srl.

1. Condition of the Limited Warranty (Period):

The warranty is to be considered for the period of 5 (five) years in case of standard use to the destination as specified below.

2. Warranty Policy:

Progtech Srl guarantees the purchaser of the product that this is free from defects in materials and processing, in accordance with the conditions contained therein, for the warranty period whose duration is specified in point 1 of this contract, which starts from the date of delivery of the product in original and sealed packaging. If no valid proof of purchase is available, the limited warranty period will be determined by the date of manufacturing. If Progtech Srl establishes, in its sole discretion, that the Product is defective in materials or in manufacturing and does not substantially conform to the published specifications relating to normal use, throughout the period of ownership of the product by the User and during the period of warranty, in accordance with the conditions and exceptions contained in this Contract, will, at its option: (1) repair or replace the product with a new or refurbished one with equivalent or superior features and functionalities or (2) reimburse the value of market attributed to the product at the time the warranty claim is submitted to Progtech Srl if this is not able to repair or replace the product. In the event of replacement, Progtech Srl can replace the product with another previously used, repaired and tested to meet the specifications of Progtech Srl. The warranty period for repaired and replaced products will NOT extend the original expiry date which will remain unchanged.

The product returned for a replacement will not be sent back to the User. In case in which, following a quality check, no problem (NTF - No Trouble Found) is found, the product will be returned to the User: in this case shipping, verification and control costs will be charged to the Customer. This warranty is provided exclusively to the User and is not transferable to third parties.

3. Validity of the Warranty:

The Warranty operates only on condition that:

- ✓ the products are used in compliance with the specifications indicated in the data sheets and in the instruction book concerning the product and the options provided for the correct use (as reported in the technical specifications or in the supply conditions);
- ✓ installation and / or assembly of the product are carried out in compliance with the instructions supplied with the product and by specialized technical personnel;
- ✓ temperature and voltage limit values are not exceeded;
- ✓ the product is not exposed to mechanical loads;
- ✓ maintenance is carried out in accordance with the instructions attached to the product and it's carried out by specialized technical personnel;
- ✓ no changes or repairs to the products are made without written authorization or not in accordance with the attached instructions;
- ✓ no modifications, transformations, component substitution, cable cutting or everything that changes the product in whole or in part are carried out;
- ✓ the defected product is retained by the Customer in its initial conditions for as long as necessary to allow Progtech Srl to carry out the necessary checks on the defects / faults complained;
- ✓ the customer attends Progtech Srl the purchase contract or the corresponding invoice;
- ✓ the defect, duly specified and proven in its nature and entity, is reported in writing by the Customer to Progtech Srl under penalty of forfeiture, no later than thirty (30) days from the appearance of the defect;
- ✓ the Customer has regularly paid the product in accordance with the payment terms agreed in the sales contract.
- ✓ the products supplied are installed in Europe.

4. Causes of exclusion of the Warranty:

The Warranty is not valid in this cases:

- ✓ defects of the product due to unforeseen and unpredictable events; for instance casual incidents and / or force majeure (including electric shocks, lightning bolts), which exclude the traceability of these defects to the manufacturing process of the product;
- ✓ defects due to impulsive disturbances (surge) of amplitude or duration greater than:
 - 1000 V between conductor and conductor (L and N);
 - 2000 V between conductor and earth (L and PE, N and PE) according to IEC 61000-4-5: 2005-11 and subsequent amendments;
- ✓ use of power supplies or electronic control units not supplied by Progtech Srl;
- ✓ installation errors that could affect electrical, electronic or mechanical elements;
- ✓ damage caused by impacts, falls, erroneous movements in general;
- ✓ use in environments different than those indicated in the instruction sheet;
- ✓ use contrary to what is stated in the technical specifications of the object, the contractual conditions or the indications provided during the purchase process;

5. Actions connected to the Warranty:

- ✓ In the event that the product reveals defects covered by this warranty declaration, and according to the conditions of paragraph 3 - Warranty validity conditions - Progtech Srl will be free to proceed, at its judgement, to the restoration and / or replacement of the Product with an equal or equivalent product, compatible with the technological progress made in respect to the original product.

6. The Warranty does not include:

- ✓ all ancillary costs arising as a result of the repair of the defect (such as those for assembly and disassembly, transport of the defected products and of the repaired and/or new products; disposal, daily costs for transfers, lifting devices , scaffolding). These costs will be charged to the customer;
- ✓ parts subject to wear out, such as batteries, mechanical parts, gaskets;
- ✓ software defects, bugs or viruses for the part relating to light management systems;
- ✓ the products, with different brands from Progtech brand, that Progtech Srl could commercialize;

7. Products for external use:

The outdoor products are made by Progtech Srl through innovative production processes that guarantee a high level of quality in terms of resistance to corrosion, abrasion, flaking and color stability. These products are covered by this warranty in case that any defect compromises their structural / mechanical safety and they are due to defects in the manufacturing process of the product.

8. Light Management Systems:

This warranty does not apply to light management systems or similar systems. For these systems the 5-year warranty could be granted following only by a previous evaluation of the lighting project and of the related system by Progtech Srl.

IMPORTANT NOTICE

The Customer will have nothing more to claim to Progtech Srl in relation to the defected product. In particular, Progtech Srl may not be charged any cost for the conservation of the defected product, or any other charge and / or compensation for damages, as the Customer will not have the right to request and / or demand payment extensions, reduction prices or the termination of the supply contract.