

# Warranty

## Terms and Conditions



### 1. Limited Warranty

The warranty as described herein shall only apply to Spazio branded lighting products sold by Spazio Lighting in the territory of Europe, Middle East and Africa (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from Spazio (hereinafter referred to as: 'Purchaser').

Spazio warrants that each Product will be free from defects in material and workmanship.

The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for your Products as referenced to in your sales agreement. If a Product fails to operate in accordance with this warranty Spazio will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

### 2. Terms and Conditions

- Spazio' warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set forth in the warranty policy and upon examination Spazio determines to its satisfaction that such Product failed to satisfy this warranty, Spazio will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. For purposes of clarity, 'repair or replace the Product or the defective part thereof' does not include any removal or reinstallation activities, costs or expenses, including without limitation, labor costs or expenses.
- If Spazio chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Spazio may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
- No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of Spazio, in any matter.
- This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify Spazio in writing.
- Spazio will facilitate the technical resolution of problems. Third party products sold by Spazio are not covered under this warranty, except as indicated in section 5.
- This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- This warranty shall be void in the event any repairs or alterations, not duly authorized by Spazio in writing, are made to the Product by any person. The



manufacturing date of the product has to be clearly readable. Spazio reserves the right to make the final decision on the validity of any warrantee claim.

- If requested by Spazio, the non-conforming or defective Products shall become Spazio' property as soon as they have been replaced.

### **3. Warranty Claims**

All warranty periods mentioned are subjected to a Spazio representative having access to the failed product or system for verification of non-compliance. Guarantee claims have to be reported and returned to the local Spazio office within 30 days after discovery, specifying at least the following information (additional info may be required on request):

- details of the failed Products; for System warranties also details of other components used;
- installation date and invoice date;
- detailed problem description, number and % of failures, date-code of failure;
- application, hours burned and switching cycles;
- where a warranty claim is justified, Spazio will pay for freight expenses. Spazio may charge Customer for returned Products that are not found to be defective or nonconforming together with the freight, testing and handling costs associated therewith.

### **4. No implied or other warranties**

- The warranty and remedies contained in the terms of the limited warranty are the only warranties given by Spazio with respect the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed.
- These terms and conditions state Spazio' entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or nonconforming Products supplied by Spazio to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Spazio has been advised or is aware of such defects.

### **5. Limitations and conditions**

- This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.
- Upon request, Spazio' representatives have to be allowed to access the defective Product, system or application for verification of non-compliance.
- Spazio cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards (e.g. EN 50160 norms).
- With respect to products sold to the Purchaser by Spazio. but not bearing the Spazio name or sub-brands, Spazio makes no warranty of any kind, express or implied, including, without limitation, any warranty of erchantability or fitness for a particular purpose, but will make available to the Purchaser upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.