

## **SPECIAL 5 YEARS GUARANTEE**

This document establishes the Politics of Extended Guarantee that ARKOSLIGHT offers for LED products exposed in its catalogue.

### **1. Period of the Guarantee**

Is ARKOSLIGHT'S commitment to apply this Guarantee as long as the product is within the Guarantee period:

- The duration of this Guarantee stands for FIVE YEARS.
- The Guarantee period begins from the invoice date.
- The above-mentioned period is based on a maximum work time of 4.000 hours / year.

The repair or substitution of the pieces does not prolong the guarantee.

### **2. Conditions of the Guarantee**

This guarantee includes the repairment, replacement, substitution for another similar or payment of the purchase price of any piece whose non-conformity is due to manufacturing reasons, previously analyzed by ARKOSLIGHT and if the product is within the Guarantee period.

The following conditions will have at least to be fulfilled:

- The product would have had to be installed under the conditions (minimal distances, separation between luminaires or other objects, etc.) specified in the instructions leaflet of the product and / or in the catalogue, as well as in any other document delivered with the product.
- The ambient temperature must not exceed in any case the working interval of temperatures (from -20°C to 30°C).
- The supply tension must always remain in the range indicated in the product.
- The product must not be exposed to mechanical charges.
- The relative humidity of the installation will not be higher than 60 %.
- The products must not be exposed to external substances like lime or any other harmful agents, chemicals or obstructive nor corrosive, acidic or aliphatic environments.
- The product has been installed with a driver supplied by ARKOSLIGHT and both (luminary and driver) have been purchased in the same period.
- The customer has payed the product according to the terms of payment established in the sales contract.

In case its needed, it will be allowed the access of representatives or ARKOSLIGHT authorized personnel to the project zone in order to verify the non-conformity of the product and the conditions of the installation

### **3. Limitations of the Guarantee**

This Special Guarantee will only be valid for the products included in ARKOSLIGHT'S general catalogue.

This guarantee will only be applied in case of failures in the product caused by material faults, design or manufacturing of the LED and the LED controller.

This guarantee does not include changes in the color temperature of the LED. In addition, failures below the nominal failure rate are not included in this warranty.

The following cases remain excluded from this guarantee:

- Faults or defects caused by misuse, improper or non-legal installations.
- The defects produced by fluctuations in the electrical supply.
- Faults produced by major force reasons, such as floods, fire, acts of war, vandalism or similar, etc.
- The deterioration of the surface appearance by using improper cleaning products.
- The products that have been manipulated and / or modified (included the labelling) by personnel not authorized by ARKOSLIGHT.
- The failures attributable to the client or to any third part.
- Failures of any accessory or components that are not a part of the products covered by this Guarantee.
- Any product that does not fulfil anyone of the conditions specified in the previous point (Conditions of the Guarantee).

Excluded from the Guarantee are both the transport of the product and the installation and dismantling of the same one, included the access (scaffoldings, elevators, etc). The costs caused by the failure of the installation or any other type of damages are also excluded from the Guarantee.

### **4. Claims of the Guarantee**

The right to this Guarantee will be only and exclusively applied to ARKOSLIGHT clients and never to third parts.

The client will provide all the necessary information needed by ARKOSLIGHT, which will be at least the following one:

- Both Invoice and Installation dates.
- Product reference.
- Detailed description of the problem.
- Both number of defective and installed products.
- Working hours and commutation cycles.

Likewise, previously requested by ARKOSLIGHT, the damaged product will have to be sent back immediately to be checked and to be able to confirm the validity of the guarantee.

This Guarantee will not have any validity or effect if it is not accompanied by its corresponding invoice or purchase ticket.

ARKOSLIGHT will be able to return the client the returned material that is not considered to be defective by manufacturing problems. In this case, the client will take care of the expenses coming from the transport, inspection and management associated to this returning of goods.

ARKOSLIGHT reserves the right to modify these conditions and terms for future guarantees without previous notice.

## 5. Jurisdiction

For all discrepancies deriving from the present Guarantee, vendee and seller submit explicitly to the jurisdiction of the justice and tribunal of Valencia/Spain.