

# Terms of guarantee

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## Terms of guarantee offered by Lombardo S.R.L.

### 1) PRODUCTS

This guarantee applies to "Cini&Nils" brand products.

### 2) CONDITIONS OF THE WARRANTY

This warranty is effective only on condition that:

- 1) the user uses the Cini&Nils product according to the specifications of the product itself;
- 2) the product has been correctly installed by qualified technical personnel in possession of the requirements foreseen by the respectively applicable regulations
- 3) the equipment has not been modified by the user and/or maintenance/repairs have not been carried out without the written authorisation of the technical department of Cini&Nils

### Further conditions

- Defective products must be sent to Lombardo s.r.l within 15 days from the discovery of the malfunction, under penalty of forfeiture of this guarantee, and the costs of such shipment shall be borne by the customer.
- Disassembly and reassembly costs shall be borne by the customer. Any costs incurred in accessing the installation site (e.g., scaffolding, elevators, opening the premises at night, third-party intervention) shall be borne by the customer.

### 3) DURATION OF WARRANTY and LIMITATIONS

- The warranty granted by Lombardo S.r.l. to the CUSTOMER for products branded "Cini&Nils" lasts twenty-four (24) months.

### 4) EXCLUSIONS

The guarantee does not cover the following cases and/or situations:

- Damage resulting from transportation;
- Damage caused by using the equipment in unsuitable environmental conditions;
- Damage caused by negligence, lack of maintenance or repair attempts carried out by unqualified and/or unauthorised personnel, with the use of non-original accessories or spare parts;
- Appliances installed on systems with a power factor imbalance (voltage/current) of less than 0.8;
- Luminaires installed on systems without protection systems against overvoltages of any kind (e.g. lightning);
- Incorrect installation of the Product, i.e. not in accordance with the instructions provided;
- Improper use of the Product;
- Damage caused by accident or force majeure, including lightning, abnormal voltage, water, fire, natural disasters;
- Damage caused by transportation of the Product to other locations or parties other than the original delivery address;
- Failure to report transport damage to the carrier within the time limits prescribed by national law;
- Components subject to wear and tear considered consumable parts such as light bulbs, batteries, glass, lampshades, decorative elements, etc., supplied with the Cini&Nils Product

### 5) PERFORMANCE OF THE GUARANTEE

- The conventional guarantee envisaged herein may only be enforced in the event of a written complaint to Lombardo S.r.l. (Cini&Nils), to be sent by letter or e-mail, within fifteen (15) days of the occurrence of the malfunction of the device, under penalty of forfeiture.
- The CUSTOMER, in order to avail himself of the conventional guarantee issued herein, must provide proof that he has complied with the above conditions.

**The defectiveness of the appliance shall be assessed by Lombardo S.r.l., which, at its sole discretion, shall determine whether it falls within the terms of the guarantees set out herein.**

- The user who avails himself of the guarantee shall be entitled to replacement or repair of the appliance.
- As a result of technological progress as well as changes in the use of the luminous flux of products, the LED modules sent as replacements may differ in their lighting characteristics compared to the original products.
- Lombardo S.r.l. reserves the right to replace the defective product with another product similar in design with equal or superior performance, or to reimburse the customer for the amount purchased.
- Excluded are labour costs for the replacement of the equipment and in any case any damage, even indirectly, connected with the defectiveness of the equipment.
- No agent, distributor or dealer is in any way authorised to change, modify or extend the terms of the warranty on behalf of Lombardo S.r.l. under any conditions.
- At the request of Lombardo S.r.l., non-conforming or defective Cini&Nils products shall become the property of Lombardo S.r.l. as soon as they are replaced.

### 6) APPLICABLE LAW - COMPETENT COURT

The execution, interpretation and all matters pertaining to the validity and effects of this contractual warranty shall in any case be determined and regulated by Italian law.

Any and all disputes arising from this warranty or connected and/or related to it shall be deferred to the exclusive jurisdiction of the Court of Bergamo.

Pursuant to and for the purposes of articles 1341 and 1342 of the Italian Civil Code, the clauses set forth in articles: 2 (conditions of the guarantee), 3 (duration of the guarantee and limitations), 4 (exclusions) 5 (execution of the guarantee) and 6 (applicable law - place of jurisdiction).