

## WARRANTY

This document sanctions the warranty offered by Myrilia to the person that buys the LED lighting fixtures, hereinafter called "Buyer". The warranty coverage starts from the delivery date indicated on the fiscal documents of sale.

### a. Warranty duration

In compliance with the regulation settled in the terms and conditions of this warranty attached hereafter, the Buyer is covered by this warranty for two (2) years starting from the delivery date indicated on the fiscal documents of sale.

### b. Applicability of the warranty

As warranty, the Buyer shall not refer to any information or document other than this.

The warranty covers only the products used in compliance to all the following usage conditions that must be respected simultaneously:

- the products shall work in a temperature range from -10°C and +35°C;
- the relative humidity of the plant shall not be higher than 80% UR or than the product IP classification if indicated;
- the products are not subjected to more than 50000 on/off cycle;
- the products shall work in a tension range from 230v±10%.

### c. Summary of terms and conditions of the warranty (not complete)

This warranty is valid only on products directly sold by Myrilia. The Buyer must have available the delivery document of the product. This warranty shall be valid only if the products are installed properly and in compliance with the instructions given by the manufacturer. Adequate registrations about the operating modes shall be available for possible inspections from Myrilia. Under request, Myrilia must access to the defective product, system or application to check the non-conformity. Labor costs for installation and uninstallation of the products are not covered by this warranty.

## TERMS AND CONDITIONS OF THE WARRANTY

### 1. Warranty Limit

This warranty, as described in this document, shall be applied exclusively on lighting products branded Myrilia. This warranty is valid only with who buys the products directly from Myrilia.

Myrilia assures that, at supply, each product has no material or manufacturing defects. In case of non-functioning products, in compliance with this warranty, Myrilia shall substitute or repair the defective products for free according to the terms and conditions established below.

### 2. Terms and conditions

Myrilia warranty shall apply exclusively to the Buyer. If a product covered by the warranty is given back from the Buyer in compliance to section 3 and within the warranty covered period and if, after examination, Myrilia determines that such product was not compliant with this warranty, Myrilia, at its own choice, shall repair or substitute the product or the defective part or will refund the Buyer with the original purchasing price. To be clear, "repair or substitute the product or the defective part" does not include removal or reinstallation activities, cost or expenses, including for example and not exhaustively, labor costs and expenses.

If Myrilia establishes that the product should be substituted but is unable to do so because it is discontinued or unavailable, Myrilia shall refund the Buyer or change the defective product with a similar one (which may have a few differences in the look or in the technical features).

No agent, distributor or vendor is authorized in any way to change, modify or extend the warranty terms on behalf of Myrilia in any case.

This warranty shall be applied only if the products were correctly cabled, installed and used within the electrical values, the functioning range and the environmental conditions indicated in the specifics, in the application guidelines, in IEC standards and in any other document provided with the product. If a product is defective or does not work according to its specifics, the Buyer shall notify Myrilia in writing. Myrilia commits to ease the technical solving of problems. Third parts products sold by Myrilia are not covered by this warranty except for what indicated in section 5. This warranty shall not apply to defects or non-conformities due to force majeure

causes or any abuse, improper use, irregular use or usage contrary to any applicable standard, code or usage instructions, including for example and not exhaustively, those included in safety, sector and/or electrical more recent norms of the specific Country.

This warranty shall be annulled if any person makes any tampering, repair or change not previously authorized by Myrilia in writing. Myrilia reserves the right to decide definitively about the validity of such warranty requests. Non-compliant or defective products shall become property of Myrilia as soon as returned.

### 3. Warranty appeal

All warranty timing mentioned above are subject to the access of Myrilia to the defective product or system to verify the non-conformity by Myrilia. All warranty appeals shall be reported and sent to Myrilia office within 30 days from the discover of the defect, indicating the following information (additional information may be requested):

- installation date and invoice date;
- detailed description of the problem, number and percentage of mistakes;
- application, functioning hours and switching cycles;

If a warranty appeal is justified, Myrilia shall not pay in any case the shipping or custom clearance costs.

### 4. Lack of implicit warranty or other warranties

This warranty and the remedies it contemplates are the only warranties offered by Myrilia about substitute products and excludes any other warranty, either expressed or implicit, for what the laws allow, including, for example and not exhaustively, trading warranties or specific scope suitability: excluding the only cases of mistakes or serious fault by Myrilia, all other warranties shall thus not be applied.

These terms and conditions establish the maximum amount of Myrilia responsibility, its obligations towards the Buyer in case of defective or non-compliant products supplied by Myrilia, remedy comprehensive and substitute to additional warranty or responsibility forms, even notwithstanding to the law, for what allowed, and excludes any other form of responsibility both contractual and extra-contractual attributable to Myrilia or due to defect, non-conformity or lack of quality, even if Myrilia was notified or aware of such defects.

### 5. Limitations and conditions

This warranty is limited and excludes, among others, the installation, means of access to the products (scaffolding, goods lifts, etc.) and special, accidental and resulting damages (i.e. lacking income, property damages or other extended costs not mentioned previously). Under request, Myrilia must have access to the defective product, system or installation to verify the non-conformity. Myrilia shall not be considered responsible for the power supply conditions, including power surges, excess/lack of voltage and alternating current control systems that exceed the specific limits of the products and those defined by power specific norms (i.e. EN 50160).

Regarding the products sold to the Buyer by Myrilia that are not branded Myrilia, Myrilia does not offer any type of warranty, expressed or implicit, including for example and not exhaustively, trading warranties or specific scopes suitability, but shall give the Buyer, under request, the warranties of the supplier of the products exclusively at the maximum extent given by the law.