

# GENERAL SALES CONDITIONS

## 1 . SCOPE

These sales conditions regulate all current and future relations between Platek Light and the Buyer, save any exceptions specifically agreed in writing..

## 2 . ORDER ACCEPTANCE AND PAYMENT

Orders are always subject to acceptance by Platek Light which reserves the right to refuse them within 30 days from receipt. For the first supply, payment is in advance upon notice of goods ready; for subsequent supplies, payment to be agreed.

## 3 . DELIVERY

The delivery terms are approximate; the Buyer shall not be entitled to either fully or partially cancel the orders, nor to be refund for damages in the case of delayed or partial deliveries, for any reason whatsoever. The goods travel under the responsibility and at the risk of the Buyer, including when carriage free delivery has been agreed. In any case Platek Light disclaims all liability for both missing goods and for faults of any kind caused by stowage and/or loading or transport. In its own interest, the Buyer must check the quantity of goods and its packaging condition before accepting the goods and, if necessary, must report any discrepancies to the carrier.

## 4 . WARRANTY

Platek Light products are guaranteed against manufacturing faults for the time required by applicable laws (2 years). The warranty period starts on the delivery date. Platek Light guarantees LED operation for 50,000 hours, with a possible 30% drop in efficiency compared to new products after 50,000 hours.

The warranty is only valid and effective as long as:

- the products are used for the purposes for which they were intended in accordance with the technical specifications indicated in the instruction manuals with ambient temperature of 35°C or less;
- the products have been installed by skilled technicians according to the instructions provided, remembering that class I products require ground connection;
- the products are powered by power supply units delivered by Platek Light and, whenever required, fitted in Platek Light casings;
- product installation is certified by the installer in compliance with applicable regulations; this certification must be attaches to a copy of the purchasing invoice whenever a claim is made;
- the electronic components supplied by Platek Light and made by third parties (power supply units, control devices) correspond to the warranty conditions of Platek Light within the limits established by the individual manufacturers;
- the level of defectiveness of the LED exceeds nominal level of 0.2% / 1000 hours of operation.
- the products have been fully paid for;

All claims relating to faulty products must be sent in writing to Platek Light within 14 days from the date of discovery of the fault, under penalty of invalidation, with the express indication of the model, the delivery date, the description of the fault and the quantity of faulty products;

## 5 . WHAT THE WARRANTY DOES NOT COVER

- Platek Light expressly disclaims all liability in the following cases: incorrect or unreasonable use of the products, and/or their incorrect storage;
- damage or bad operation caused by jobs done on the products which have not been previously authorized in writing by Platek Light [e.g., disassembly, assembly, alterations, replacement, etc.]; if quality and performance have been impaired by fitting accessories not approved by Platek Light;
- products have been modified, tampered with or repaired by third parties without the prior authorization of Platek Light;
- incorrect electrical and/or mechanical installation of products, e.g., without ground connection for class 1 products;
- products have been damaged after being shipped by Platek Light;
- limit values of environment temperature and voltage are higher than envisaged and/ or product have been exposed to mechanical loads not in conformity with intended product use;
- product faults due to unforeseen and unexpected events, including electric discharges and lightning;
- electric system operates in an environment with characteristics not in conformity with those needed for correct operation, including line surges with amplitude above 1000 V between lead and lead (L and N) and 2000 V between lead and ground (L and PE, N and PE) in accordance with IEC 61000-4-5 (2005-11), i.e. appliances installed on systems without overvoltage cut-outs of any kind;
- product flow is 70% or more of nominal within the 50,000 hours;
- variations in colour temperature and light flow are within the tolerance limits set by the LED manufacturer; these can in fact vary from one lot to another.

## 6 . WARRANTY ACCEPTANCE PROCEDURES

- In case Platek Light acknowledges the fault, it may choose to either replace or repair the faulty products or suggest an alternative product having the same essential characteristics;
- In the event of repair or replacement being impossible or exceeding the cost of the billed value of the faulty products, Platek Light shall be entitled to withdraw from the sales contract and refund the purchase price to the buyer (after deducting transport and installation costs);
- Platek Light must always be able to examine the faulty product. Disassembly and transport costs to the charge of the buyer;
- The warranty covers the services indicated at para. 6. Any costs relating to the disassembly of the faulty products and to installation and/ or replacement (new or repaired) shall be to the charge of the buyer, including: daily allowances and transport costs, lifting mechanisms, scaffolding, or any other accessory cost;
- Platek Light disclaims all liability for any material or immaterial damage suffered by the buyer or by third parties caused by the ascertained fault, such as the loss of usage, loss of profits and loss of energy saving; nevertheless, in case of serious damage

caused by product technical faults due to manufacturing, design or material defects traceable back to Platek Light, the latter is willing to contribute with a refund amounting to at most 10% the value of the invoiced goods, as a contribution to the documented costs sustained by the Buyer. Such contribution shall be defined and agreed from time to time.

## 7 . WARRANTY EXTENSION

Platek Light extends the warranty on its LED modules up to 5 years from the date of the sales invoice.

## 8 . RETURNED GOODS

No returned goods can be accepted without the prior written authorization of Platek Light; without such authorization, the goods will be rejected and returned to sender. Authorized returned goods must be sent carriage free, in perfect condition and in the original packaging, otherwise Platek Light reserves the right to charge the costs sustained for repairs to the Buyer. Authorized returned goods will be accredited at purchase price and shall be subject to a 15% conventional expense refund.

## 9 . MODIFICATIONS TO PRODUCTS

Platek Light reserves the right to make improvements or modifications to its products, at any time and according to its undisputable judgement and without the need for prior notice. The descriptions, illustrations and technical data contained in Platek Light catalogues, leaflets, price lists, etc. shall not be deemed binding.

## 10. RETENTION OF TITLE

Platek Light shall retain title of the products until the sales prices has been fully paid.

## 11. APPLICABLE LAW - DISPUTES

For everything not indicated in these conditions, the laws of Italy shall apply. In case of any disputes the only competent court of law shall be that of Brescia. Platek Light nevertheless reserves the right to proceed through the court of law where the Buyer is located.