

# WARRANTY - SCULPTURAL LIGHTING COLLECTION

This warranty refers to lighting products belonging to the ETAMORPH SCULPTURAL LIGHTING collection. ETAMORPH LLC guarantees its Products to every purchaser, against any materials and labour manufacturing defects, with the limitations at paragraph 7 and provided the Products are used in compliance with their intended use. This warranty (the "Warranty") further supplements the warranty terms and conditions set out in ETAMORPH' General Terms and Conditions of sale ([www.etamorph.com/saleterms](http://www.etamorph.com/saleterms)) as follows:

1. For the 2 (two) years following the date of delivery ("Warranty Period") the Company warrants the Products:
  - a. are free from defects in design and workmanship such as to render them unfit for their intended use, provided that they are used in accordance with the applicable instructions as provided by the Company;
  - b. meet the standards of manufacture and the other requirements applicable to the specific Product purchased also in relation to any certifications that from time to time may accompany the Products.
2. For the During the Warranty Period the Customer shall, under penalty of forfeiture, within eight (8) days after discovery of the defect, notify the Company in writing of the existence of defective Products (hereinafter "Nonconforming Products") and provide a written description of the reasons or cause of non-conformity of the Products.
3. During the Warranty Period, in the event of non-conformity of the Products confirmed by the Company, the Company may at its discretion:
  - a. send at its own expense a spare part for a specific part of the Product in order to resolve the anomaly; or
  - b. arrange for the return of the product, repair and return of the repaired product at its own expense; or
  - c. request the return of the Non-Compliant Products at its own expense and replace the Non-Compliant Products with compliant Products. In this case, the Customer shall be responsible for the use of the original packaging or, in any case, packaging suitable to safeguard the integrity of the returned Product, while the Company shall bear the transport costs; or
  - d. issue a credit note in favour of the Customer for the amount paid for the Non Conforming Products,
4. During In the event that the Customer alters and/or modifies or destroys and/or returns the Non-Conforming Products, failing to comply with the procedure set out above, the Company shall be relieved of any liability and the Customer shall not be entitled to the remedies set out in Clause 3.
5. The Customer shall not be entitled to claim any compensation or other remedies from the Company other than those listed above, nor shall the Customer be entitled to any remedy after the end of the Warranty Period.
6. For the avoidance of doubt, this Warranty is valid and effective provided that:
  - a. Any materials, components, spare parts and electrical equipment (such as light sources, drivers, bulbs, transformers etc.) used in the installation, maintenance and use of the Products are those provided or recommended by the Company;
  - b. Electric system complies with the wiring rules in force according to local regulations.
  - c. Normal depreciation of the light output of the LED is higher than 30% of the initial lighting emission at the end of the guarantee period.
  - d. The ambient temperature where the product is installed does not exceed 25 degrees Celsius, if not specifically indicated differently and with a supply in compliance with the voltage fluctuation specified in the standard (i.e. EN50160).

7. Without prejudice to the foregoing, this Warranty will not cover any of the following:
- a. A luminous flux drop of the LED module in the value of the up to 0.6%/1,000 hours of operation, or the colour tolerance of the LED module;
  - b. Any damages that can be directly or indirectly caused to persons, animals and things as a result of the non-compliance with instructions and applicable rules for installation, use and maintenance of the Product, or related to any possible interruption of operation of the Products.
  - c. Any irregularities and defects contained in crafted natural stone components. Products containing irregularities or defects (x) that are beyond the control of Seller, (y) that Seller cannot prevent by the exercise of reasonable care or (z) that are natural to or inherent in any particular material such as natural stone, shall not be deemed to be defective, and Buyer shall have no recourse to Seller for such irregularities or defects in such Products

**This Warranty is without prejudice to any right or remedy provided to end users by any applicable consumer law.**