



WARRANTY CONDITIONS

01/01/2019

A. DESCRIPTION

The warranty terms are determined and described by Directive 99/44/EC of the European Parliament. The legal and conventional warranty period refers to the date of the product billing document.

This warranty applies to the domestic and foreign market and is governed according to the laws of the Italian State. For any controversy relative to the execution or interpretation of the present or of any further legal guarantees, the exclusive jurisdiction of the Milan court, Italy is foreseen.

The provisions of this contract expressly derogate from the provisions of the 1980 Vienna Convention for the international sale of goods pursuant to art. 6 of the same.

B. TERMS AND CONDITIONS

The standard guarantee is applicable when:

1. The malfunction of the product affects its functionality and C Luce Srl, in its total and sole discretion, according to tests and checks, confirms its defectiveness.
2. The products are stored, installed, used and maintained in accordance with the technical specifications indicated in the product label, to the instruction sheet supplied with the product and to the regulations in force.
3. Installation and maintenance are performed by qualified technical personnel, and the electrical power system is provided with a valid certificate of conformity.
4. The product has not been modified, altered or treated without prior written authorization from C Luce Srl.
5. The product, presumed defective and/or faulty, must be made available to C Luce Srl - unless otherwise agreed - for any technical analysis and for all the necessary time to perform them.
6. The customer has fully complied with the payments with reference to the supply to which the declared non-working product belongs.



7. The defect must be communicated in writing (see chapter E) to C Luce Srl within 8 (eight) working days from the date of receipt of the products (in case of apparent defects) or from the date of the discovery of the defect (in case of functional defects), under penalty of forfeiture.
8. In the event that the defect and/or the defect is acknowledged by C Luce Srl, the company will choose, at its discretion, whether to repair or replace the product with an identical one or equivalent products, considering the technological evolution, and that of their components.
9. Any technical intervention or partial replacement of the product under warranty will not give the right to extensions or renewal of the warranty itself.
10. The complaint is reported and documented according to the procedure described in chapter E.
11. Furthermore, C Luce Srl, at its sole discretion, may use equivalent components and/or from different brands and models.

C. EXCLUSIONS AND LIMITATIONS

This warranty does not include:

1. Labor costs, costs and expenses of equipment/warehouse, shipments, transfers, removal and/or installation on site, assembly, and any other extra cost related and/or resulting from work to repair the defect.
 2. Electric components subject to wear and tear that are similar to consumables (eg. lamps, igniters, batteries, etc.).
 3. Damage to the product due to: inattention, imprudence and/or inexperience, transport, unforeseen events that do not fall under the normal conditions of use (for example, electric discharges and lightning).
 4. Furthermore, under no circumstance can C Luce Srl be held liable for damages, including accidental, direct and/or indirect damages caused by third parties.
 5. In any case, the warranty is valid only for products considered defective and not for any/further products, of the same item, supplied with the same/subsequent lot/plant/s.
 6. This warranty is the only one provided by C Luce Srl, and is granted with the exception of all other guarantees, explicit or implicit.
 7. This warranty is granted only to the customer who purchased the products directly from C Luce Srl and therefore does not extend to any third party.
- In accordance with what was previously set, the customer is expressly forbidden to cede, in whole or in part to third parties, this warranty.



8. It is, in any case, agreed that the products must be checked upon arrival also as regards their compliance with the purchase order.

Any discrepancies regarding the quantity, type of products supplied, as well as the presence of apparent defects, that means of ascertainable defects through a simple visual inspection of the product, and in any case with ordinary professional diligence, must always be reported in writing, within a maximum of 8 (eight) working days from their receipt, mentioning all the details for an immediate check, including the identification code.

After this deadline, the products will be considered accepted to all effects, with forfeiture of the guarantee.

D. DURATION OF THE WARRANTY

- Duration of 3 (three) years, for all C Luce Srl products

- Duration of years 5 (five) for all ENEC certified products, if purchased after the date of issue of the certificate by the certifying body), (www.cluce.it/download/certificazioni.htm).

E. REPORTING OF DEFECTIVENESS

The customer is required to notify C Luce Srl by sending the duly completed form to the address (www.cluce.it/reclamo.htm) within 8 (eight) working days from receipt of the products (in case of apparent defects) or from the discovery of the defect (in case of functional defects), under penalty of forfeiture.

C Luce Srl
Sole Administrator

