

Artemide Ltd., a Canadian company registered in Canada with corporate Head office located at 11105 rue Renaude Lapointe, Montreal, Quebec H1J-2T4 (hereinafter referred to as “Artemide”) hereby grants, under the terms and conditions specified hereunder, the following

5 YEAR CONSUMER WARRANTY

(Repair or replacement only)

Main contents

The warranty is provided only to end users who are private consumers. Any professional, company or organization that has purchased this product for the purpose of resale or use in a professional, commercial or industrial environment is therefore not covered under this warranty but covered under our commercial warranty.

By registering the Product(s) within 2 months of the date of purchase as described hereunder, private consumers will have a total period of coverage of 5 years starting from the date of purchase as shown on the purchase receipt.

Artemide warrants, subject to the terms set out below, that the product will remain free of defects during the agreed 5-year warranty period if used and serviced correctly. If any malfunction due to faulty materials and workmanship occurs within this 5-year period, ARTEMIDE will repair or replace the product at its own expense or replace it either with a product of the same production series or with a comparable successor product.

TERMS AND CONDITIONS

1. Customers entitled to claim under the warranty

are End users, residing in the Canada, who bought a new (not second-hand) Artemide product after 1st April 2016 and have accessed the web page www.artemide.net/warranty to activate the 5 year warranty by registering their purchased product within 2 months of the purchase, are entitled to claim under the 5-year warranty. The warranty is non-transferable.

2. Warranty period

This warranty is valid for 5 years from the date of purchase of the product. The date of the purchase receipt shall be deemed the date of purchase and shall prevail over the date indicated by the client in the on-line registration form. If the consumer does not register the purchase at www.artemide.net/warranty; the consumer will only receive the standard 1 year warranty period.

3. Conditions

Without prejudice to the activation procedure indicated above, Artemide states that this 5-year warranty is valid provided that:

- a. the product is used in compliance with the product specifications supplied, both with respect to the product and to its use (technical specifications);
- b. the product is used by a private customer in a residential environment, i.e. not in a professional, commercial or industrial environment or as part of a professional activity;
- c. the product is wired, installed and/or assembled in accordance with the instructions accompanying the product and, with the exception of portable lamps, by qualified personnel;
- d. maximum temperatures, voltages and ambient humidity levels are not exceeded and the product is not exposed to mechanical loads that are incompatible with its intended purpose, or stress caused by systematic vibrations in the installation environment (such as installation on ships and industrial or special environments);
- e. the product is serviced according to the instructions accompanying the product by qualified technical personnel and no alterations or repairs are made to the products by any third party not authorized by Artemide in writing or not in accordance with the enclosed instructions;
- f. the product for which the client claims the warranty must be kept by the client in the same state (including the light source) for as long as is necessary to enable Artemide to carry out the necessary verifications of the faults/defects reported;
- g. the client provides Artemide with the purchase receipt and the 5-year warranty certificate e-mailed by Artemide to the client in confirmation of the successful warranty activation;
- h. the fault, duly specified with confirmation of its nature and extent, is reported in writing by the client to Artemide on penalty of forfeiture, not later than thirty (30) days from detection;
- i. the product has been installed in a normal environment in terms of temperature, humidity and ventilation, and has not been exposed to salt, chemical, pollutants, corpuscular and/or gaseous agents at the time of installation;
- j. with respect to electronic ballasts, the product is installed with lamps that comply with the relevant IEC specifications in effect at the time of purchase.
- k. The products will not be covered under the warranty if power surges, voltage spikes, voltage inconsistencies exist or occurred during the use of the product.

4. Special conditions applicable to power supply components and products with LED light sources

Without prejudice to the Conditions in general, Artemide specifies that with regard to power supply components and products with LED light sources, the warranty is valid only on condition that:

- k. the maximum use in the 5 years does not exceed 3,000 hours per year (equivalent to 8 hours of daily operation)
- l. with regard to the decrease in luminous flux, that the flux exceeds the value considered as the industry standard, i.e. 0.6% per 1,000 hours of service

5. Exclusion of liability

The warranty does not apply to:

- a. malfunctions in the product due to unforeseen and unpredictable events, accidents (including fall, jolt, dirt, liquids) and/or force majeure (including electric shock, lightning strike), misuse, that cannot be ascribed to a defective manufacturing process of the product;
- b. malfunction or non-compliance arising from any abuse, misuse, abnormal use, or violation of any applicable standard, instruction or maintenance manuals, including, by way of example but not limited to, the most recent industrial and/or electrical safety standards pertaining to the specific country;
- c. defects consisting of a color shift in LED modules, if measured values are in accordance with the technical specifications of the products;
- d. power supply conditions, including power surges, over/under voltage, and unadulatory current control systems other than those defined by the reference standards.

In addition, this warranty does not cover:

- e. Labor costs to take down and re-install product, labor costs to troubleshoot the product and labor costs to change a transformer, ballast or Driver or any product components unless a written confirmation is provided by Artemide that it will pay for the labor prior to the work being performed, it is not covered by this warranty
- f. any accessory expenses related to the repair of the defect (such as for assembly and disassembly, lifting devices, scaffolding, transport of the defective product, disposal, travel expenses and allowances) will be borne by the client;
- g. any special, incidental and consequential damages such as, loss of profits/loss of earnings, property damage or any other costs not indicated above;
- h. parts subject to wear and tear such as light sources (excluding LEDs integrated into the product), batteries, mechanical parts subject to wear, fans used for the active heat dissipation of products with LED light sources (if functional), problems with subjective evaluation of the engine noisiness and software defects, bugs or viruses affecting third parties' products or services;

- i. natural aging of plastic parts such as polycarbonate and PMMA and the finishing or appearance of outdoor products due to natural exposure;
- j. electronic components, power supplies, transformers, light bulbs and products of other brands that Artemide distributes as commercial goods, together with lighting fixtures by other manufacturers;
- k. This warranty does not cover scratches to product which occurred during the customers use and normal wear & tear of product.
- l. This warranty does not cover damages due to improper mis-handling by the installer
- m. The products installed within 10 miles of a sea coast can be extremely corrosive, even with the appropriate maintenance, products installed in this environment will typically deteriorate more than products installed in a less severe environment. Some corrosion and/or deterioration is considered “normal wear” in this environment. Thus, any claim for finish failures or for corrosion of components due to coastal environment conditions is not applicable to this warranty.
- n. Imperfections in hand blown glass are part of the nature of the product and therefore it is not covered by this warranty
- o. Breakage of a glass part of the product during the installation process, cleaning, maintenance or mis-use of the product is not covered by this warranty

NEITHER ARTEMIDE NOR ITS THIRD PARTY SUPPLIERS OR RESELLERS GIVE ANY OTHER WARRANTY, GUARANTEE, OR COVER OF ANY KIND, WHETHER EXPRESS, IMPLIED, LEGAL OR STATUTORY, WITH RESPECT TO THE PRODUCT(S). INsofar AS PERMITTED BY APPLICABLE LAW, ARTEMIDE HEREBY STATES THAT IT DOES NOT GIVE ANY IMPLIED, LEGAL OR CONVENTIONAL WARRANTIES AS TO FITNESS FOR A PARTICULAR, GENERAL OR NORMAL PURPOSE, AS TO SATISFACTORY QUALITY OR DURABILITY, OR AGAINST LATENT DEFECTS.

6. Warranty content

In the event that defects covered by this warranty are revealed in the product and provided that the conditions established in paragraphs 3 and 4 above are met, Artemide may proceed, at its own discretion, to repair the product or replace it with an equal or equivalent product that is compatible with the technological advances that have occurred since the original product was produced.

If Artemide decides to replace the product, but is unable to do so due to its being out of production or to its non-availability, Artemide will replace the product with a similar product if the differences in design and specification of the product are minor.

To avoid any misunderstanding, it should be noted that the repair and/or replacement of the product does not include removal or re-installation or costs or expenses, including - but not limited to - and labor costs and charges.

This warranty is a manufacturer's warranty for the replacement of products and/or spare parts. Replaced products or spare parts may contain new or reconditioned materials, equivalent to new products or parts thereof in terms of performance and reliability. The replacement product may deviate slightly (to a tolerable degree) from the original product with respect to measurements and design. Artemide guarantees that the replacement parts or products will be free of material or manufacturing defects for the remaining term of the warranty period of the replaced product or the produce in which they are installed.

Clients are not entitled to any further compensation from Artemide in relation to a defective product. In particular, Artemide cannot be charged for any costs incurred for the storage of the defective product or any other costs and/or damages. Clients are not entitled to request and/or demand deferrals of payment, reductions of price, or the cancellation of the supply contract.

Replaced products will become the property of Artemide and shall not be returned to the customer.

7. Warranty claim

The warranty claim must be made to the Artemide Service Centre nearest to the client within 30 days of detection of the defect. Making a warranty claim implies that Artemide can access the product concerned and/or verify its defectiveness.

The warranty claim must be accompanied by a copy of the purchase receipt as proof of purchase, the 5 year warranty certificate e-mailed by Artemide as confirmation of successful warranty activation, and a description of the defect, which should be as detailed as possible, possibly including: name and code of the damaged Product (in the case systems, non-damaged components should also be indicated); purchase and installation date, a detailed description of the problem, the date the error occurred its application and the number of hours of operation. Unless delivered directly to the Artemide Service Centre, the product must be sent shipment prepaid by the customer. The client is responsible, at its own expense, for adequate insurance and packaging. Artemide will re-imburse the shipping charges if a warranty claim is justified, and will charge the client for the costs of returning products that are found not to be defective or malfunctioning, together with the relevant management, verification and transport costs.

Artemide Service centre contact information: www.artemide.net/warranty

8. Miscellaneous provisions:

This warranty is intended to supplement the existing statutory warranty. This warranty does not affect any statutory rights of the customer established by the law of its country, nor is it intended to exclude any of the purchaser's rights and remedies against the vendor under applicable sale of goods legislation. In the absence of any such provisions of his domestic law, the customer may

rely exclusively on the terms of this warranty. Under the terms of this warranty, no relief can be claimed beyond repair and, where appropriate, supply of a replacement product, and any claim for such further relief, in particular compensation for consequential loss or damage, such as loss of earnings, labor costs, charges or travel expenses, is hereby expressly excluded. Any warranties and assurance by third parties beyond the warranties and representations of Artemide are not binding upon Artemide unless expressly confirmed in writing by Artemide. In the event that individual provisions of these terms are partly or wholly invalid or inoperative, or subsequently become invalid or inoperative as a result of a change in applicable law, the remaining terms and their validity shall not in any way be affected.

9. Applicable law and jurisdiction

This warranty is subject exclusively to Canadian law, with the exception of the rules on conflicts of law. The Quebec Court will decide on any dispute that may arise, regarding the interpretation or execution of the warranty.