

**5 YEAR**

---

WARRANTY

**Artemide<sup>®</sup>**

CANADA |

TERMS AND CONDITIONS

**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 “Non Consumer” WARRANTY**

(Repair or replacement only)

(hereinafter referred to as the “Warranty”) covering “standard” lighting products (i.e. products listed in its catalogues) marketed and distributed as of 1st January 2018 under the following trademarks: “Artemide”, “Artemide Architectural”, “Artemide Outdoor”, “Danese”, “A.2” and Rezek brands (hereinafter referred to as “Products” and individually as a “Product”).

Artemide guarantees that the products are free from defects in workmanship and/or materials - provided that they are used for their intended purpose - for a period of five (5) years from the date stated on the purchase invoice.

### **Main contents**

This warranty applies to Products installed as part of a professional project (hereinafter (“Project”).

Clients may obtain 5 years of coverage as of the date of purchase indicated on the invoice.

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

### **TERMS AND CONDITIONS**

#### **1. Clients entitled to claim under the warranty**

Clients, regardless of their place of location, who have purchased Artemide Products as part of a professional installation in Canada after 1<sup>st</sup> January 2018. 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 invoice shall be deemed the date of purchase.

### **3. Conditions**

Artemide specifies that the Warranty is valid only provided that:

- a. the products are used in accordance with the specifications provided, regarding the Product and its use (technical specifications);
- b. the products are wired, installed and/or assembled by a certified electrical contractor in accordance with the instructions accompanying the product;
- c. maximum voltages and temperatures are not exceeded, and the Product is not exposed to mechanical loads that are incompatible with its intended use or to stress caused by the presence of systematic vibrations in the installation environment (such as installation on ships, near rotating material and industrial and special environments);
- d. 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;
- e. 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;
- f. 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 of its detection;
- g. the Client has duly paid for the Product in accordance with the payment terms agreed in the contract of sale;
- h. the supplied Products are installed in a suitable environment in terms of temperature, humidity and ventilation and are not exposed chemical, corpuscular and / or gaseous pollutants;
- i. with respect to electronic ballasts/drivers, the product is installed with lamps that comply with the relevant IEC specifications in effect at the time of purchase;
- j. the products will not be covered under the warranty if power surges, voltage spikes, voltage inconsistency, excessive switching exist or occurs during the use of the product;
- k. product will not be covered under the warranty if installed with dimming control systems which are not compatible or certified with the ballasts or drivers installed in the products.

### **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:

- a. usage over the 5 years does not exceed 4,000 hours per year (equivalent to 12 hours of daily operation) and, within this limit - unless otherwise stated in the technical specifications for the Product, its components and its use - the defect exceeds the nominal failure rate of 0.2% per 1000 hours of use;

- b. with regard to the decrease in luminous flux, that the flux exceeds the value considered is the industry standard, i.e. 0.6% per 1000 hours of service.

## 5. Exclusions

The Warranty does not apply to:

- a. malfunctions in the Product due to unforeseen and unpredictable events, accident (including falls, jolts, dirt and liquids) and/or force majeure (including electric shocks, lightning strikes), that cannot be ascribed to a defective product manufacturing process;
- 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, those contained in the most recent industrial and/or electrical safety standards pertaining to the specific country;
- c. the defects caused by power disturbances (surges) of magnitude or duration greater than 1000 V between conductors (L and N); 2000 V between conductor and earth (L and PE, N and PE) in accordance with IEC 61000-4-5: 2005-11;
- d. defects consisting of colour shift in LED modules if measured values are in accordance with the technical specifications of the products;
- e. power supply conditions, including power surges, over/under voltage and undulatory current control systems other than those defined by the reference standards;

In addition, this warranty does not cover:

- f. labour costs to take down and re-install product, labour costs to troubleshoot the product and labour 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 labour prior to the work being performed, it is not covered by this warranty;
- g. 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) which will be borne by the client;
- h. any special, incidental and consequential damages such as, loss of profits/loss of earnings, property damage or other costs not indicated above;
- i. 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 and software defects, bugs or viruses;
- j. natural aging of plastic parts such as polycarbonate and PMMA and the finishing or appearance of outdoor products due to natural exposure; (yellowing, discoloration);
- k. electronic components, power supplies, transformers, light bulbs and products of other brands that Artemide distributes as commercial goods and lighting fixtures by other manufacturers;
- l. defects in outdoor Products that do not affect the Products' structural/mechanical safety, and which are not attributable to defects in the manufacture of the Product;
- m. this warranty does not cover scratches to product which occurred during the customers use and normal wear & tear of product;

- n. this warranty does not cover damages due to improper mis-handling by the installer during installation;
- o. 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;
- p. imperfections in hand blown glass are part of the nature of the product and therefore it is not covered by this warranty;
- q. 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 labour costs and charges as indicated in paragraph 5.f. above.

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 in terms of measurements and design "Recycled materials" are parts or products that have been used or reconditioned and that are not new. Although such parts or Products are not new, their condition in terms of performance and reliability following reconditioning or repair is equivalent to new. The functionality of all the substitute products or all replacement parts is equivalent to that of the replacement product or part replaced. 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

product in which they are installed. Clients are not entitled to any further compensation from Artemide for 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.

## **7. Warranty Claim**

Warranty claims 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 invoice as proof of purchase, 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 of systems, non-damaged components should also be indicated):

- Damaged products: for Warranties on systems, the non-damaged components must also be specified;
- Installation date and invoice date;
- Detailed description of the problem, number and eventual % of errors and date of the error;
- Application, operating hours and switching cycles.

Additional information may be requested if necessary.

If a Warranty claim is justified, Artemide will pay the shipping charges and charge the Client for the costs of the returned Products that are found not to be defective or non-performing, together with the relevant costs of management, verification and associated transport.

## **8. Miscellaneous provisions:**

This warranty is intended to supplement the existing statutory warranty. This warranty does not affect any statutory rights of clients established by the law of their 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 in national legislation, clients may rely exclusively on the terms of this warranty. Under the terms of this warranty, no relief can be claimed in addition to repair and, where appropriate, the 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, labour 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.