

CORTEM s.p.a.

cap. soc. € 1.578.000,00 i.v.
R.E.A. C.C.I.A.A. GORIZIA U. 32755 - M. GO 000139
Registro Imprese Gorizia 00052120318
Cod.Fisc. e Partita Iva IT00052120318
Eco-contributo RAEE assolto ove dovuto n° Registro A.E.E. IT0802000001818

Sede e Stabilimento - Head Office/Works:
Via Aquileia, 10 - 34070 Villesse (Go) ITALY
Tel: +39 0481 964911
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LIMITED CONVENTIONAL WARRANTY FOR EWL SERIES LED LIGHTING FIXTURES AND FLOODLIGHTS

(October 2015)

I. Limited Warranty

This limited conventional warranty is provided by Cortem S.p.A., an Italian company with registered office at via Aquileia 10, Villesse (GO), Italy ("**Cortem**") for any EWL Series LED lighting fixture and floodlight listed in II below (the "**Product**") directly purchased by the original commercial end user (the "**Purchaser**") from Cortem.

Subject to the limitations and exclusions herein, Cortem warrants that the Product, when delivered by Cortem in new condition and in its original packaging, will be free from significant defects in material and workmanship for a period of FIVE (5) YEARS from the date the Product is invoiced by Cortem to the Purchaser (the "**Warranty Period**").

II. Products included in the Warranty

[EWL-70, EWL-80, EWL-801, EWL-100, EWL-1001, EWL-70/10, EWL-70/20, EWL-70/40, EWL-80/10, EWL-80/20, EWL-80/40, EWL-801/10, EWL-801/20, EWL-801/40, EWL-100/10, EWL-100/20, EWL-100/40, EWL-1001.

This warranty does not apply to customized products.

III. Terms and Conditions

This warranty only applies when a Product has been properly wired, installed and used in accordance with its specifications, installation and operative instructions, application guidelines, standards and/or any other document accompanying the Product itself. The Product must be used within the specified electrical values, operating range and appropriate environmental conditions.

This warranty does not apply to any abnormal use or stress of the Product, including, but not limited to, under/over voltage conditions, excessive switching cycles or operating hours, any use in violation of or non-compliant with any applicable standard, code or instruction.

This warranty does not cover any batteries, light bulbs or any other electrical component subject to wear that can be assimilated to consumables, nor does it cover any control devices such as, but not limited to, occupancy sensors, photocontrollers or photocells.

This warranty does not cover any third party products or component incorporated, contained in or attached to the Products. For the avoidance of doubt, Cortem makes no representation or warranty with reference to any third party product or component.

This warranty does not apply to defect, loss, damage or failure to perform arising of as a result of any Act of God, fire, vandalism, civil disturbance, power surge, improper power supply, electrical current fluctuations, corrosive environmental installations, induced vibration, harmonic oscillation or resonance associated with movement of air currents around the Product, alteration, accident, negligence, failure to follow installation, environmental or maintenance instructions prescribed by Cortem or applicable electrical codes or any abuse, mishandling, misuse, abnormal use or use in violation

of any applicable standard, code or instruction for use, including without limitation, those contained in the latest safety, industry and/or electrical standards for each relevant county or region in which the Product is used.

The use of the Product for a purpose other than that for which it was designed shall void this warranty.

The Purchaser shall notify Cortem of any non-conformance or defect immediately and, in any event, within 10 (ten) days upon discovery of such non-conformance or defect by registering to the Cortem website at www.cortemgroup.com/products/warranty and by completing the online Product defect notification form.

Return of the Product to Cortem can be made solely following Cortem's authorization to ship the Product, and at the Purchaser's expense. The Purchaser shall strictly comply to Cortem's indications relating to the method of shipment of the Product to Cortem. In no event shall Cortem be requested to make any on-site verifications or checks on the Product. Nevertheless, Cortem retains the right to request the Purchaser to allow access to its premises in order to evaluate and verify the manner in which the allegedly defective Product is being or has been installed and the conditions in which the Product is being or has been used or kept.

The determination of whether the Product is non-conforming or defective and of whether such non-conformance or defect is covered by this warranty shall be made by Cortem at its sole and unquestionable discretion.

In the event Cortem determines the Product is non-conforming or defective, Cortem shall, at its own discretion and option, either repair or replace the Product or the defective part thereof, or, alternatively reimburse the Purchaser of the purchase price. Cortem shall communicate to the Purchaser, at its sole and unquestionable discretion, the timing required for carrying out the repair of the Product, which timing shall not bind Cortem towards the Purchaser in any way.

In the event Cortem decides to replace the Product and is not able to do so because such Product has been discontinued or is not available for any reason, Cortem may refund the Purchaser of the purchase price or replace the Product with a comparable product.

Cortem reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or components in the warranty repair or replacement process. Such products and/or components will be comparable in function and performance to an original Product or component, as determined by Cortem in its sole discretion, and warranted for the remainder of the original Warranty Period.

Cortem shall reimburse the costs borne by the Purchaser for shipment of the Product to Cortem made pursuant to Cortem's indications in the event Cortem ascertains the Product returned by the Purchaser is non-conforming or defective.

In the event Cortem determines that the Product returned by the Purchaser is not covered by this warranty, Cortem will be entitled to apply a no defect found charge and shall return the Product to the Purchaser at the Purchaser's sole expense.

Any cost or expense relating to the removal or reinstallation of the Product, including without limitation labour costs or

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To be sure to be safe.

expenses, and shipment of the Product to Cortem shall be borne exclusively by the Purchaser.

Any advice or assistance relating to the Products furnished by Cortem to the Purchaser as a courtesy shall not by any means determine an extension of this warranty and shall not be covered by this warranty.

Any repair, alteration, tampering or modification of the Product, along with any replacement of the Product or any of its components by a third party, or with use of third party components, will void this warranty in its entirety.

No third party including any agent, distributor or dealer is authorized to change, modify or extend the terms of this warranty on behalf of Cortem.

Cortem reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Cortem on or after the effective date of such revised warranty.

IV. No other warranties

The foregoing warranty provisions are exclusive and are given in respect of the Products and are accepted in lieu of any and all other warranties, whether express or implied, including, without limitation, any warranty against infringement and any implied warranties of conformance to description or sample, non-infringement, merchantability or fitness for a particular purpose, whether arising by law, course of dealing, course of performance, trade usage or otherwise, which warranties are hereby expressly disclaimed to the fullest extent.

The Purchaser acknowledges that it has not relied upon any representation or warranty made by Cortem or any other person on Cortem's behalf, except as specifically provided in this document.

This document states Cortem's entire liability and obligation towards the Purchaser and represents the Purchaser's sole and exclusive remedy in connection with any non-conforming or defective Products supplied to the Purchaser by Cortem, whether or not such damages are based on any warranty not explicitly mentioned in this document, tort, contract or any other legal theory, even if Cortem has been advised or is aware of such non-conformities or defects.

V. Warranty and Damage Limitations

All replacement or repaired Products are warranted solely for the remainder of the Warranty Period relating to the originally purchased Product.

In no event Cortem shall be liable for direct, indirect, special, incidental, compensatory, exemplary, consequential, punitive or any other damages.

In no event Cortem shall be liable for any damages relating to business interruption, loss of use, revenue, savings or profits, arising out of breach of contract, tort (including negligence and strict product liability) or otherwise, regardless of whether such damages were foreseeable and whether or not Cortem was advised of such damages.

Cortem cannot be held liable for electrical supply conditions, including supply spikes, over/under-voltage, that are beyond the limits specified for each individual Product and those defined by relevant supply standards.

Cortem's aggregate liability with respect to a non-conforming or defective Product shall in any event be limited to the price paid by the Purchaser to Cortem for that single non-conforming or defective Product.

This limitation of liability shall not apply to damages relating to personal injury or death if caused by gross negligence or willful misconduct of Cortem.

VI. Governing Law and Jurisdiction

This limited conventional warranty shall be governed by and construed in accordance with the laws of Italy.

Any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan, Italy.