

## EXTENSION OF GUARANTEE

Targetti Sankey S.p.A., with registered office at Viale Pratese 164, 50145 Florence, listed on the Florence Companies Register with VAT no. 01537660480 (hereinafter "**Targetti**") issues to its customers (hereinafter the "**Customers**"), the following guarantee (hereinafter the "**Guarantee**") for some of its technical lighting products, as specified further below. The Guarantee is in addition to that contemplated by the Targetti General Sales Conditions.

### 1) PRODUCTS

The Guarantee covers exclusively the products that use LED light sources included in the Targetti catalogues.

The Guarantee does not cover products with traditional light bulbs, all the products for light management and control systems - both Targetti products and those of third parties - or Targetti products fitted with 230V LED modules.

### 2) DURATION OF THE GUARANTEE

The Duration of the Guarantee for Led Products is 5 years (unless otherwise specified) from the date indicated on the purchase invoice.

### 3) GUARANTEE CONDITIONS

The Guarantee remains valid only if:

- the Product is used in conformity to the technical specifications;
- the Product is installed and/or fitted in conformity to the instructions and by specialised technical personnel;
- the Product is used in environments with temperatures that do not exceed 35°C;
- the voltage does not exceed the maximum values;
- the Product is not exposed to mechanical loads greater than those contemplated;
- the Product is installed with electronic sources conforming to the corresponding IEC (*International Electrotechnical Commission*) specifications in force at the moment of

**Targetti Sankey S.p.A.**

Sing le member company subject to management

and contrai of 3F Filippi S.p.A.

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CC/AA Firenze

Share Capital: € 500.000 i.v.

VAT N. (IT): 01537660480

R.E.A: FI-275656

the purchase;

- maintenance of the Product, if contemplated, is carried out according to the instructions provided with the Product and by specialised technical personnel;
- no modifications and/or repairs are made to the Products without written authorisation and not conforming to the instructions supplied with the Product;
- the Customer presents to Targetti the purchase order or the corresponding invoice and copy of the packaging or technical label of the Product purchased;
- the Product bears the EC mark;
- the Product has been supplied directly by Targetti or by an authorised dealer;
- the Customer reports the fault, the nature and entity of which must be described in detail, to Targetti in writing within and no later than sixty (60) days from its discovery;
- the Customer has correctly paid for the Product in compliance with the agreed payment terms indicated on the sale order;
- according to Targetti's request, the Product has been kept by the Customer in its state at the moment of the discovery of the fault (including the light source) as long as necessary for Targetti to carry out the necessary verifications on the alleged faults/defects reported by the Customer, or is sent to the Targetti head office in suitable protective packaging.

Targetti will bear no responsibility or obligation whatsoever contemplated by this Guarantee if the said conditions are not fully respected.

The Guarantee conditions refer exclusively to a mortality of the electronic power supply units and of components such as led modules, higher than the nominal fault rate (0.2% per 1000 hours of service). A decrease in the light flow for LED modules is normal up to a value of 0.6% per 1000 hours of service and therefore is not covered by the Guarantee. Because of technical progress and the alteration in the light flow of the Products due to use, in the case of successive supplies of LED light sources there may be changes in the features of the light in respect of the original products.

The Guarantee conditions are valid exclusively for the first installation of the devices, and not for successive installations.

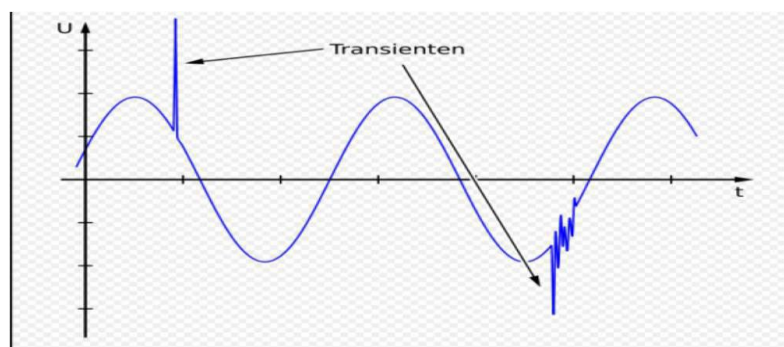
#### 4) EXCLUSIONS

The Guarantee does not cover:

- Product faults due to unforeseen and unforeseeable events, which are not due to the

Product production/manufacturing process (e.g. accidents and/or force majeure, extraordinary atmospheric conditions such as electrical discharges and lightning, vandalism, fire, parasite currents, etc.);

- faults deriving from surge amplitude or with a duration greater than: (a) 1000 V between conductor and conductor (L and N); (b) 2000 V between conductor and earth (L and PE, N and PE) and (e) according to IEC 61000-4-5:2005-11;
- modifications, alterations or repairs carried out by personnel without Targetti authorisation;
- the components/parts subject to wear, for example the light sources (excluding LED), batteries and mechanical parts subject to wear; as well as software faults/defects, bugs or viruses;
- parts in plastic, such as polycarbonate and PMMA which fade in colour or vary in transparency, opaqueness, tone and become fragile because of the natural ageing process;
- products bearing trademarks of other companies that Targetti sells;
- the power supply units of the Products that have been used for more than 30,000 hours;
- all expenses connected with and/or consequent to fault repair activities (e.g. costs/expenses for the assembly, dismantling and transport of the faulty, repaired or new Product, disposal, daily and transfer allowances, lifting devices, scaffolding); these expenses must be borne by the Customer;
- transport damages;
- damage to drivers caused by transient events (brief power surges) in a system caused by a sudden change of state. The source of the transient power can be an internal event or an event in the vicinity. The energy from other parts of the grid normally appears as a brief burst of oscillations.



For electronic components, excessive current may pass through the circuits if the voltage spike exceeds the breaking point of the materials.

In the joints of the semiconductors, excessive electrical current can destroy or seriously weaken the component.

A zener diode, a transient voltage suppression diode, a transil, a varistore, an excess voltage barrier or a range of other devices to protect against excess voltage can shunt this transient current, thus minimising the voltage.

A voltage surge" or "spike" is a continuous and sudden increase in voltage, which lasts more than a few seconds. These are usually caused by malfunctioning in the electricity distribution system.

Some types of fault on the electrical grid can cause excess voltage; for example, the loss of a neutral conductor, short circuits on high voltage systems, or lightning (the following illustrations show destructive transients caused by lightning). Excess voltage reinforced by a varistore can cause high dissipation, which is potentially explosive for the device itself.

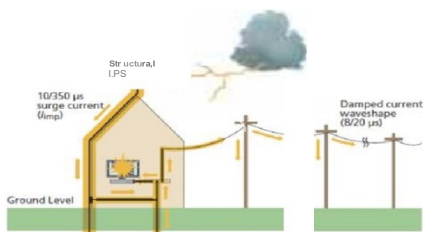


Figure 3: Illustration of lightning current flow from a direct strike to a structure (Source S1)

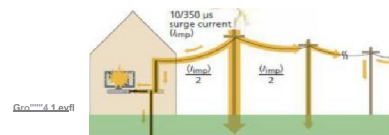


Figure 4: Illustration of lightning current flow from a direct strike to a nearby service (Source 1)

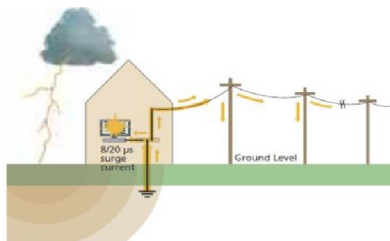


Figure 5: Illustration of lightning current flow from a direct strike near the structure (Source S2)

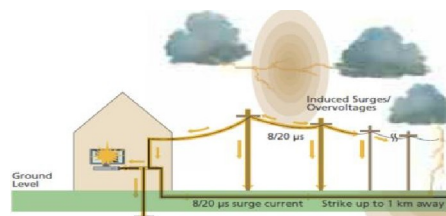


Figure 6: Illustration of lightning current flow from lightning flashes near connected services (Source S4)

The Guarantee will not cover faults in the case of damage to any one of the following parts:

**VDR** explosion due to excess voltage;

**FUSE** explosion;

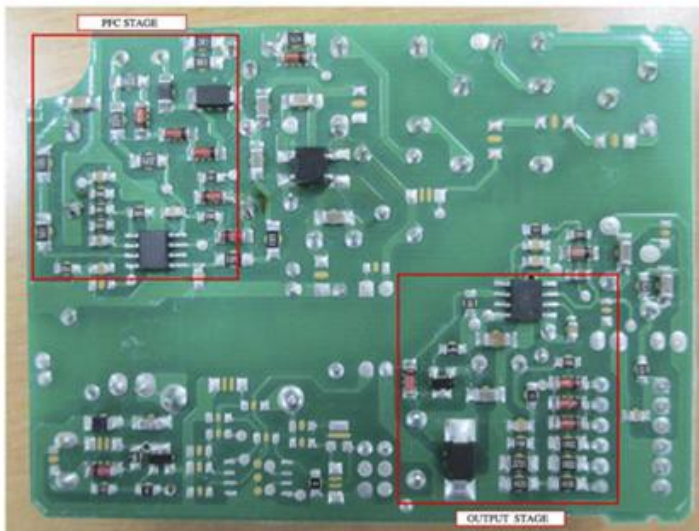
**PFC STAGE** damaged because of common mode excess voltage;

**SECONDARY STAGE** damaged by differential mode excess voltage.

1. VDR exploded



2. PFC stage and 3 SECONDARY stage



The Guarantee terms refer exclusively to:

Electronic drivers: fault rate higher than nominal rate = 10%.

LED: lumen maintenance below 80% on 20% of the devices after 150,000 hr (Te LED= 50° C) (Led life > 150000h LM 80B20).

## **5) REPLACEMENT OF THE PRODUCT OR THE COMPONENT**

The Guarantee, at Targetti's discretion, will provide a replacement of the product, or replacement of the component.

Targetti reserves the right to replace a defective product with another product similar in design with the same or superior performance, or to refund the Customer the amount paid.

The replacement of a Product or of one of its components will not imply an extension of the initial duration of the Guarantee.

All replacement products or parts may contain new or recycled materials, equivalent in performance and reliability to the new products or parts. The "recycled materials" will not be new but used parts or products. However, even if such parts or products are not new, their condition, subject to conditioning or repair, will be equivalent in performance and reliability to that of new parts or products.

All replacement products or parts will be equivalent to the Product or part to be replaced.

## **6) ADDITIONAL INFORMATION ON THE GUARANTEE OF PRODUCTS OF THE "OUTDOOR" COLLECTION**

The Products of the Outdoor Line are manufactured by Targetti with innovative production processes that guarantee a high quality level of the same in terms of resistance to corrosion, abrasion, peeling and colour fading. The Guarantee will be applicable to said products providing any faults/defects that could compromise their structural/mechanical safety are due to faults/defects in the production/manufacturing process of the Product.

However, the Guarantee does not cover the intact nature of the paintwork or the external surface treatments of the Product when it is used in a saline environment or in the presence of corrosive agents (e.g. chlorine, weed-killers, fertilisers, non-neutral detergents, etc.).

**7) OTHER PROVISIONS**

Targetti may not be charged for expenses for the possible conservation of faulty/defective Products, or any other charge and/or indemnity. The Customer shall not have the right to request and/or claim deferred payment, price reductions or termination of the supply agreement.

For anything not expressly disciplined by the Guaranteethe legai provisions specified in the sale conditions indicateci on the invoice will apply, and failing this the generai sale conditions indicateci in the Targetti catalogue will apply.

These conditions are applicable as of May 2017.