

Warranty

disano GROUP

Start of validity period: 01/01/24



Conventional product warranty

1 - PRODUCTS

The luminaires supplied by Gruppo Disano are guaranteed for 3 years, 5 years or 7 years from the date of invoice, in compliance with the product data sheet on the website.

2 - DESCRIPTION AND WARRANTY PERIOD

Notwithstanding the legal warranty, Gruppo Disano extends the warranty on manufacturing defects regarding the delivered equipment for a period of 3 (three), 5 (five) or 7 (seven) years from the date of invoice. Therefore, the total period of legal and conventional guarantee shall be 3 (three), 5 (five) or 7 (seven) years from the date of invoice. Gruppo Disano will, at its sole discretion, assess whether the product is defective, considering its overall performance. A product shall not be deemed defective solely due to the malfunction of a single light-emitting LED component, unless the number of malfunctioning components exceeds 10% of the total LED components in the product.

The warranty for electronic components applies if the failure rate is higher than the nominal failure rate of 0.2% per 1000 hours of use.

A decrease in light flux is a natural phenomenon throughout the LED's lifespan and is, therefore, not covered by the warranty.

3 - WARRANTY TERMS AND CONDITIONS

The conventional limited warranty applies only when:

- A** - the products are stored, installed, used and maintained in accordance with the technical specifications indicated in the product marking (with specific reference to operating voltage and temperature), with the assembly instructions supplied with the product, with the information given in the related catalogues, on the website and with the applicable standards;
- B** - installation and maintenance tasks are carried out by qualified technicians;
- C** - the reported defect affects the functionality of the product;
- D** - the product has not been modified, altered or treated in any way with chemical agents or in any other manner without Gruppo Disano's prior written authorisation;
- E** - the product covered by the warranty is provided to the Disano Group for in-depth technical analyses, for the duration required to conduct such examinations;
- F** - the defect is reported in writing via certified postal mail within 30 (thirty) days from the date of product receipt (for visible defects) or from the discovery of the defect (for hidden issues). This report should include a photographic proof of the silver label on the product.

Upon acknowledgment of the defect by Disano Group, the decision to remedy the issue will be made at its sole discretion. This may involve either repairing or replacing the defective product with the same model or an equivalent one, considering the technical advancements in both the products and their components. Any technical intervention or replacement (partial or complete) of the product carried out under the warranty will not, in any case, entitle to its extension or renewal beyond the years foreseen from the date of the invoice. The repair or replacement of the product acknowledged as defective by Disano Group does not cover the costs or expenses associated with its removal or reinstallation.

Disano Group shall not be liable for, and therefore shall not reimburse, any consequential loss or indirect, compensatory or other damages suffered as a result of a defective product, such as, but not limited to, shipping costs, assembly costs, on-site installation costs, any downtime costs, loss of profit or the overall costs incurred by the purchasers.

4 - EXCLUSIONS AND LIMITATIONS

This conventional warranty does not cover:

- A** - all labour costs, expenses related to equipment and warehouse, as well as any additional costs arising from interventions needed to repair the defect. These extra costs may include, but are not limited to, expenses for assembly, disassembly, and transportation of the defective equipment for repair or replacement and shall be borne by the customer;

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B - electrical components subject to wear and tear that are assimilated to consumables (such as lamps, batteries, sensors, etc.);

C - defects resulting from impulsive disturbances (surges) exceeding the limits set by standards IEC 61000-4-5 and IEC 61547;

D - any remote-control systems (photocells, remote management modules, gateways, etc...) supplied with the luminaire;

E - plastic parts, e.g. polycarbonate or PMMA, subject to natural ageing;

F - damage to the product due to negligence, transport or unforeseen and unforeseeable events outside the normal conditions of use set out in 3 A (such as, for example, electric shock and lightning);

G - products switched on for more than 4,400 hours per year;

H - equipment that is not used for its intended purpose;

I - warranty coverage for corrosion is limited to products installed within 5 km from the sea if the equipment has been provided with special marine environment coating as an optional request. Likewise, if products are installed in road tunnels where road surface salt is used, warranty coverage for corrosion depends on whether the equipment was requested with special coating.

Gruppo Disano shall not be held liable under any circumstances for accidental, compensatory, consequential, indirect, special, or other damages. Gruppo Disano's liability for a product defect is strictly limited to the actual amount paid for the defective product.

This conventional warranty stands as the sole warranty provided by Gruppo Disano, excluding all other warranties, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose. The purchaser's exclusive remedy for any non-conformity or defect in a product is solely the one explicitly outlined in this warranty.

The performance and lifespan of the LEDs are not guaranteed if the luminaires are installed in environments containing chemical substances that are not compatible with the LEDs. Gruppo Disano's technical department is available to assess the compatibility of the LEDs used in relation to the substances present in the environment where the luminaires will be installed.

5 - TECHNICAL DISPUTES

In the event of a technical dispute, the parties shall submit the product in dispute to a contractual expert appraisal by a third party. This party shall be appointed by mutual agreement, and in the absence of an agreement, the appointment will be made by the President of the Order of Engineers of the Province of Milan. The expert's appraisal shall be binding on both parties. The costs associated with the mentioned contractual appraisal shall be shared equally between the parties, with each party covering 50% of the expenses.

6 - APPLICABLE LAW AND JURISDICTION

This limited contractual warranty, as well as its execution, interpretation and all questions concerning its validity and effectiveness shall be governed by the Italian law and subject to the Italian jurisdiction.

Without prejudice to the provisions of Section 5 above, the Court of Milan shall have exclusive jurisdiction over all disputes (also of an extra-contractual nature) arising out of, relating to, or in any way connected with this warranty.

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