



PRODUCT GUARANTEE EXTENSION TO 5 YEARS

1. Notwithstanding the legal guarantee, Goccia Illuminazione srl is extending the guarantee against manufacturing defects for the products we supply to five years from the invoice date. Therefore, the overall guarantee period (legal guarantee and extension) will be 5 years from the invoice date. This extension will be enforced as of 1 January 2016.
2. The product guarantee covers all Goccia Illuminazione items and excludes traditional commercial products and light sources, which are covered by the guarantee of their manufacturers.
3. The guarantee is valid for the standard products included in our catalogue. The guarantee extension does not include custom-made products.
4. The guarantee applies only to the following circumstances:
 - 4.1 the Product is installed and/or assembled by specialised technical personnel in compliance with the instructions provided;
 - 4.2 maintenance operations are carried out by specialised technical personnel, who must not change or repair the Products without Goccia Illuminazione srl's written authorisation or carry out any operation not included in the technical specifications;
 - 4.3 the temperature and voltage limits are not exceeded and the Product is not exposed to mechanical loads that do not meet its intended use;
 - 4.4 with reference to electronic power supplies, the Product must be installed with light sources compliant with the IEC specifications in force at the time it was purchased;
 - 4.5 the defect compromises the product's functionality;
 - 4.6 in the event of an alleged defect, the product's conditions (including the light source) must be kept unchanged to enable appropriate verifications;
 - 4.7 the defective product must be made available to Goccia Illuminazione for all the time required to carry out technical analyses;
 - 4.8 The nature and extent of the defect must be duly specified and proven and reported in writing within thirty (30) days from the date on which the products were received (patent defects) or on which the defect was detected (latent defects);
 - 4.9 The Customer submits the invoice proving that the Product was regularly paid for in compliance with the terms and conditions of sale.
5. This guarantee does not cover the following:
 - 5.1 Damage caused by negligence, transport, unforeseeable circumstances and/or force majeure (including current pulses and lightning), which cannot be attributed to flaws in the Product's manufacturing process (vandalism, unauthorised alterations, abnormal weather phenomena);
 - 5.2 all additional expenses arising from the repair of the defect, e.g. assembly and disassembly labour costs, transport of defective and new/repared products, disposal, reimbursement, transfers, elevators or scaffolding, which will all be charged to the customer;
 - 5.3 Components subject to wear and consumables (e.g. light sources, mechanical parts);
 - 5.4 this guarantee does not apply in the event of improper use or misuse of the equipment;

- 5.5** this guarantee extension does not ensure the integrity of the paint when the product is used in saline environments or in the presence of corrosive agents.
6. In the event that this guarantee covers the defect detected, Goccia Illuminazione will decide, at its sole discretion, whether to repair the defective product or replace it with an identical or equivalent item, according to the technical development of the products and their components.
 7. The 5-year guarantee also covers products that use LED light sources, whereas drivers are covered by a 2-year guarantee from the date of purchase.
 8. The 5-year guarantee does not cover normal wear of the components.
The guarantee extension does not cover any LED colour change.
Replacing LED components may alter the properties of the product with reference to technical progress.
 9. Goccia Illuminazione Srl's liability for defective products is limited to the amount paid for those products.
 10. Any technical intervention on or replacement (partial or complete) of the product covered by the guarantee does not entitle to its extension or renewal beyond 5 years from the invoice date.
 11. This guarantee applies to the Italian and international market.
 12. In the event of a technical dispute, the parties will subject the product to the evaluation of a third-party expert appointed in agreement or, in the absence of an agreement, by the President of the Court of Brescia. The third-party expert's evaluation will be binding for both parties. Each party will bear 50% of the expenses.
 13. The Italian Law will apply to any matter not covered by these terms and conditions.
Any dispute will be settled exclusively by the Court of Brescia.