

# WARRANTY.



## BEGHELLI USA LIMITED FIVE (5) YEAR WARRANTY

### Beghelli USA ILLUMINA Family Fixtures

Beghelli USA warrants that each of its ILLUMINA lighting fixtures (the "Products(s)") that are purchased while this Warranty is in effect will be free from defects in materials and workmanship for a period of FIVE (5) YEARS from the original date of purchase from Beghelli USA or its authorized distributor/agent.

If a Product fails to operate during the FIVE (5) YEAR Warranty Period as a result of defects in materials or workmanship, Beghelli USA will, at its discretion, repair it, replace it with the same or similar Product, or will issue a refund in the form of a credit which may be used by the purchaser for future Beghelli USA product purchases. This warranty only covers reasonable labor costs that have been pre-approved by Beghelli USA for product removal and installation necessary to perform warranty service here under. Any labor performed without Beghelli's consent and / or pre-approval will not be covered. Normal wear and tear is not covered by this warranty.

### Beghelli USA Lighting Limited Five (5) Year Warranty

This limited warranty applies to any ILLUMINA lighting fixture that has a FIVE (5) YEAR limited warranty designation in its product technical specification ("Spec Sheet") published by Beghelli USA or one of its subsidiaries (each a "Product"), that is provided by the Beghelli USA company identified as the seller on the invoice for the original purchase of the warranted Product ("Seller") to the original purchaser of the warranted Product identified on such Seller's invoice ("Purchaser"). A Purchaser who is an authorized distributor of Seller may transfer (directly or indirectly through a contractor) its rights under this limited warranty to the original end-user purchaser of the Product provided that such Product is resold by such distributor in new condition and in its original packaging. This limited warranty may not be transferred by the original end-user purchaser except in connection with the sale of the installation site in which the Product was originally installed. Except as expressly provided above or as may be approved in writing by Seller, this limited warranty is non-transferrable.

With respect to each Product, Seller warrants that:

- (1) All mechanical components (other than LED drivers) and LEDs in the Product as well as the fixture housing will be free of defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase by the Purchaser;
- (2) All LED drivers in the Product will be free of defects in material and workmanship for a period equal to the shorter of (i) FIVE (5) YEARS from the date of original purchase by the Purchaser or (ii) fifty thousand (50,000) hours of operation;
- (3) All Beghelli USA LOGICA® Technology components (dimmers, switches, 0-10V interface with occupancy sensors, and configuration tools) will be free of defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase by the Purchaser;
- (4) All optional Product features identified as having a warranty period other than FIVE (5) YEARS on the applicable Spec Sheet, will be free of defects in material and workmanship for the warranty period specified on the Spec Sheet beginning on the date of original purchase by the Purchaser, including without limitation, occupancy and other sensors, control modules, backup batteries, controls, and photocells.
- (5) Notwithstanding the foregoing, for a Product originally purchased by an authorized distributor of Seller and sold to an end user customer, the warranty periods indicated above will commence on the date of purchase by the original end user customer.

The determination of whether any Product or component is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product as compared to the expected performance per the applicable Spec Sheet, provided that a Product shall not be considered defective solely as a result of the failure of individual LED to emit light if the number of inoperable LED is less than 10% of the total number of LED in the Product. For purposes of determining hours of operation for LED drivers, Seller shall be entitled to make reasonable assumptions of hours of operation based on industry standards and the actual installation application of the Product.



# WARRANTY.



This limited warranty does not apply to loss or damage to the Product caused by negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; does not cover normal "wear and tear" such as discoloration, yellowing or natural aging, damage due to a casualty event or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations (including without limitation, excessive saltwater in coastal locations); induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance, or environmental requirements set forth in Seller's applicable Spec Sheet or installation instructions or in applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider.

**THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED OR IF THE PRODUCT IS UNINSTALLED FROM THE ORIGINAL INSTALLATION SITE AND MOVED TO A NEW INSTALLATION SITE.**

If Seller determines that the Product or component is defective, the sole obligation of Seller reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period.

In order to make a warranty claim, the claiming party must notify Seller in writing within SIXTY (60) DAYS after discovery of the defect, provide proof of purchase such as the invoice and comply with Seller's other warranty requirements. Seller may require the Product to be returned to Seller or its authorized service provider, freight prepaid. All warranty claims should be addressed to Seller at: 3250 Corporate Way, Miramar, FL 33025 USA.

This FIVE (5) YEAR limited warranty only applies to ILLUMINA products, expressly identified as having a FIVE (5) YEAR limited warranty on the applicable Beghelli USA Product Spec Sheet available on Seller's website at: <http://www.beghelliusa.com/>. Warranties applicable to all other Beghelli USA branded fixtures, 1 amps, poles, optional features, and accessories can be found at: <http://www.beghelliusa.com/downloads/literature/terms-and-conditions2018.pdf> notwithstanding anything to the contrary, Beghelli USA and its subsidiaries make no warranty with respect to any non-Beghelli USA products manufactured by a third party and supplied by Beghelli USA.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND 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 MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES ARISING FROM THE PURCHASE, RESALE, USE, OR DISPOSAL OF ANY PRODUCT, WHETHER THE CLAIM ARISES UNDER TORT LAW, STRICT LIABILITY, PRINCIPLES OF EQUITY, OR CONTRACT. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE PURCHASE PRICE OF THAT DEFECTIVE PRODUCT.

**This warranty is effective for purchases of Products on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty. Effective Date: June 21st, 2019.**

