

# WARRANTY



## WARRANTY

G01 . Platek Srl guarantees that its own branded products ("Products") are free from manufacturing and/or material defects when used as intended ( in the appropriate application) for a period of three years from the date of invoice.

G02 . The Warranty applies and is valid only following the below conditions:

- the Products are used in accordance with the specifications attached to the Products and the intended use (technical specifications);
- the installation and/or assembly of the Product is carried out in accordance with the instructions attached to the Product by qualified technical staff;
- the limit values of temperatures and voltages have not been exceeded and the Product is not exposed to mechanical loads that are beyond their intended use;
- maintenance of the Product is carried out in accordance with the instructions attached (with a scheduled maintenance programme) to the Product and is carried out by qualified technical personnel and no modifications and/or repairs are made to the Products without Platek Srl's written consent or not in accordance with the attached instructions;
- the Product found to be faulty is kept by the Customer in the state in which it is found (including the light source) for as long as necessary to allow Platek Srl to carry out the necessary checks on the defects/faults under claim;
- the defect, which must be duly specified and proven in its nature and extent, must be reported in writing by the Customer to Platek Srl under penalty of forfeiture within and no later than fifteen (15) days from its discovery;
- the Customer has regularly paid for the Product in accordance with the payment terms agreed in the sales contract.

G03 . The Warranty does not apply with reference to:

- the defects of the Product due to unforeseen and unforeseeable events, so-called fortuitous events and/or major force (including electrical discharges, lightning, etc.), which exclude the traceability of such defects to the manufacturing process of the Product;
- the defects resulting from impulsive disturbances (surges) of an amplitude or 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)
- class III products if they are used with electronic power supplies and drivers other than those indicated in Platek Srl catalogues without prior approval from Platek Srl;
- defects and faults that are caused by non-observance of the permitted temperature and voltage limits
- mechanical stresses or strains that do not conform to the Product description and intended use, or natural variations in the used materials.

G04 . In case the Product has defects covered by this Warranty, and provided that the conditions set out in paragraph G02 above are met and that the assumptions set out in paragraph G03 above do not apply, Platek Srl will be free to proceed, at its discretion, within a reasonable period of time having regard to the size and type of the claim, to repair and/or replace the Product with an equal or equivalent product, compatibly with the technological progress made with respect to the original Product.

G05 . The Warranty does not cover:

- all incidental expenses arising from the repair of the defect (such as, for example, labour and travel expenses for disassembly and reassembly, transport of the defective Product and the repaired or replacement Product, disposal costs, costs of lifting equipment, scaffolding, etc.). These costs shall be covered by the Customer;
- parts subject to wear and tear, such as, for example, light sources (excluding LEDs), batteries, wearable mechanical parts, as well as software defects, bugs or viruses;
- products, branded by different companies, that Platek Srl sells.

G06 . The products for outdoor use are manufactured by Platek Srl through innovative production processes that guarantee a high quality level in terms of resistance to corrosion, abrasion and flaking.

- These products are covered by this warranty only for any defects that compromise their structural/mechanical safety and that are due to the manufacturing process of the product. They are not covered by the warranty:
- defects in paintwork caused by contact with soil, chemicals, fertilisers, water containing corrosive agents and stray electric currents;
  - fading, colour change and/or loss of colour caused by factors which may alter or corrode the materials, including, in particular, sunlight, rain, salinity and similar factors;
  - minor aesthetic defects which do not materially affect the appearance of the Product in its intended use;
  - unavoidable and/or normal deterioration in the performance and appearance of the Product (e.g. where plastic parts change colour or become brittle as a result of natural ageing) as well as deterioration within common tolerances.

In the event that the fixtures are installed in marine environments or near coastal areas you should carry out the maintenance service at least twice a year so to clean and remove eventual saline deposits.

This action must be carried out twice a year (every 6 months).

G07 . this Warranty is the sole and exclusive form of warranty provided by Platek Srl to the Customer on the Product in express derogation of any other right, express and/or implied, which may be acknowledged by law to the Customer and which the Customer waives to the fullest extent permitted by law;

G08 . Apart from the remedies provided for in paragraph 4 the Customer shall have no further claims against Platek Srl in relation to the faulty Product. In particular, Platek Srl shall not be charged with any expenses for the preservation of the defective/damaged Product, nor any other charge and/or compensation for damages, nor shall the Customer have the right to ask and/or claim for payment extensions, price reduction or rescission of the relevant supply contract.

G09 . The conditions contained herein are to be understood as being subject to and interpreted in accordance with the rules of Italian law. Any and all disputes concerning these conditions and, in any case, any dispute concerning the interpretation and/or execution of these conditions will be devolved to the exclusive jurisdiction of the judge based in the place where Platek Srl has its headquarters.

→ For all updates please visit our website [platek.eu](http://platek.eu)

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