

PRODUCT GUARANTEE

No. _____ Date _____

PAN International LTD., registered office - Tavarnelle Val di Pesa, Via G. Michelucci no. 1, 50028, registered with the Register of Companies of Florence with VAT 03865770485 (hereinafter "PAN") issues with this statement the following Guarantee (hereinafter the "Guarantee") with respect to its lighting products marketed and distributed under the following brands "PAN", "Sibilla," "Alta Tensione" (hereinafter the "Products" individually the "Product").

(i) PAN warrants that the products are free from defects in workmanship and / or materials provided they are used in accordance with their purpose for a period of twenty-four (24) months from the date stated in the invoice.

a) Invoice number _____ Invoice date _____

b) Product code _____

(ii) PAN issues this Guarantee in favour of the Company (hereinafter the "Customer") as indicated in the invoice. This accounting document is integral part of the release of this Guarantee.

(iii) For the purpose of the activation of the Guarantee, the Customer must fill in the "**Product Installation Form**" and send it via e-mail to panint@panint.it (or via record delivery letter) within a period of sixty (60) days from the invoice date. The "**Product Installation Form**" is integral part of the release of this Guarantee.

A copy of the Guarantee document, Invoice and Product Installation Form will be recorded and activated in case of need.

CONDITIONS FOR AN EFFECTIVE GUARANTEE

Subject to the activation procedure referred to above, PAN specifies that the Guarantee is only effective on condition that:

- the Products are used in accordance with the relevant specifications for the Product and its respective use (technical specifications); The installation site is appropriate for the use of the Product so that its functions are not prejudiced;
- the installation and / or assembly of the Products are carried out in accordance with the instructions attached to the Products themselves and by specialised technical staff;
- the limit values for temperatures and voltages are not exceeded and the Products are not exposed to mechanical loads contrary to their purpose;
- as concerns the electronic ballasts, the Product must be installed with lamps respecting the relevant IEC specifications in force at the time of purchase;
- maintenance of the Product is performed in accordance with the instructions attached with the said Product and is carried out by specialised technical staff;
- the Products are not subject to modifications and/or repairs not authorised BY PAN in writing or in accordance with the attached instructions;

PAN INTERNATIONAL S.r.l.

Via G. Michelucci, 1 - Zona Ind. Sambuca, 50028 TAVARNELLE VAL DI PESA (FI) - ITALY - Tel. +39 055 8059336 - Fax +39 055 8059338
www.panint.it - www.altatensioneitalia.com - Cap.Soc. €100.000,00 i. v. - Partiva Iva/VAT/Codice Fiscale IT 03865770485

- the Customer has duly paid for the Product in accordance with the payment terms agreed in the sales order. Any unsettled payment, even partial, leads to a total disclaimer of the Guarantee.
- the defect, duly specified and proved as to its nature and extent, is notified in writing by the Customer to PAN on penalty of forfeiture no later than thirty (30) days after discovery;
- the customer keeps the seemingly defective Product in the state as found (including the light source) for as long as necessary to allow PAN to carry out the necessary verifications on the faults / defects allegedly found;
- the customer presents to PAN the purchase invoice and the Guarantee duly signed by PAN;

CONDITIONS FOR A NON APPLICATION OF THE GUARANTEE

PAN informs the Customer that the Guarantee does not apply in relation to:

- Product defects due to unforeseen and unforeseeable events (e.g. act of God and / or *force majeure*, extraordinary weather events such as electrical discharges, lightning, floods);
- Any event or condition causing damage or limiting uses and functions of the Product but cannot be attributed to defects in the Product's production / manufacturing process;
- defects caused by surges larger in amplitude or duration than:
 1. 1000V between conductor and conductor (L and N);
 2. 2000V between conductor and earth (L and PE, N and PE);
 3. in accordance with IEC 61000-4-5: 2005-11;
- modifications, alterations or repairs by people not authorized in writing by PAN.

The Guarantee shall apply, at the discretion of PAN, by replacing either the product or the component, or with the grant of a price reduction. All the replacement products or all the spare parts may contain new or recycled materials, equivalent to the new products and their parts as far as performance and reliability are concerned.

The replacement product may differ to a slight (tolerable) extent from the original product as regards their dimensions, design and performance. This is due to the technical progress and its continuous improvement in the efficiencies.

DISCLAIMER OF THE GUARANTEE

PAN specifies that the Guarantee does not cover:

- All the costs relating to and / or resulting from repairing the defect (e.g. costs/expenses for assembly and disassembly, transportation of the defective, repaired and new Product, disposals, allowances and transfers, lifting devices and scaffolding); these costs are at the Customer's charge;
- The components/parts subject to wear e.g. any kind of light source, batteries and mechanical parts subject to wear; as well as the software faults/defects even due to bugs or viruses;
- The products with brands of different companies, not listed in the Invoice(s) attached to the Guarantee, even if installed in the same site;
- Improvements and parameterisations of systems, which may vary according to wear, stress, or pollution;
- Damages due to deficiency in preserving/cleaning the Product from aggressive chemical substances;

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The Products in the range for outdoor use are made with processes assuring a high quality level in terms of resistance to corrosion, abrasion, flaking and colour stability. The Guarantee shall apply to the said products provided that the eventual defects / faults compromise their structural / mechanical safety and are attributable to faults / defects in the Product's production / manufacture process.

APPENDIX FOR LED PRODUCTS

Additional information about the Guarantee for the LED products:

- The power feeding units and LED components are covered by the Guarantee only in case their daily use does not exceed 12 hours;
- The guarantee conditions relate exclusively to a failure rate above the nominal rate (1% per 5,000 hours of service);
- The reduction in luminous flux for LED modules is normal up to a value of 0.8% / 1000 hours of service and therefore is not covered by the Guarantee.
- Owing to technical progress as well as to the alteration of the luminous flux of products due to their use, in the event of subsequent supplies of LED light sources there may be deviations with respect to the original products as regards the colour tone (characteristics of the light) and emission (total luminous flux). The Customer is duly informed about this and thus declines any right to total and/or partial replacement in case of eventual discrepancies.
- This Guarantee does not apply to light management systems. For the said systems the guarantee may be granted after the assessment by PAN of the lighting project and its installation.

CONCLUSIONS

If properly activated, this Guarantee is the sole and exclusive form of guarantee for the Product provided by PAN to the Customer, expressly overriding any other right, explicit and/or implicit, that the law may grant the Customer who - to the utmost extent permitted by the law - renounces these rights.

In so far as not specified in paragraph above, the Customer shall have no other claim against PAN for the faulty/defective Product. In particular, PAN cannot be charged for any cost for storing the faulty/defective Product or any other charge and/or damage, nor shall the Customer have the right to require and/or claim any postponement of payment, reduction in price, or termination of the supply contract.

In so far as not specifically covered by this Guarantee, reference shall be made to the standard provisions in the conditions of sale and failing the said general conditions of sale to the general conditions of sale found in PAN International's catalogues or price lists.

Pan International Srl

Appendix 1 – Product Installation Form

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Products installation FORM

Customer:**Referent person:****Invoice /DDT PAN International SRL:****Installation site:****Installation company:**

Product codes installed	Quantity

Please send this document by email filled in all parts to PAN International SRL panint@panint.it