



## **PRODUCT WARRANTY**

Pan International guarantees its products through a commercial guarantee, hereinafter referred to as “Warranty”, subject to the conditions of use of the product and the limitations listed below.

### **Application of the Guarantee**

The right to the Guarantee is reserved exclusively for Pan International customers; it is never transferable to third parties, even if these are resellers, installers or users of the product.

The Warranty is valid from the date of purchase indicated on the invoice and has a duration equal to what specified in the relevant product documentation.

In general and at Pan International's discretion, the Guarantee may be applied to:

- The repair or replacement of the entire appliance.
- The repair or replacement of defective parts only (for example LEDs, drivers, reflectors, glasses, metal parts, etc.).
- The credit of the purchase price of the product or of the value of the defective part only.

### **Warranty conditions**

In order for the Guarantee to be applicable, all conditions of correctness, installation and use of the Product must be met, as listed below:

- The Products must be used in accordance with the use specifications indicated by Pan International in the Product installation manuals.
- The installation environments must be suitable for the use of the Products.
- The installation and / or assembly of the Products must be carried out in compliance with instructions attached to the Products themselves and by specialized technical personnel.
- The Products must be subject to proven maintenance and periodic cleaning such as to maintain optimal functional conditions over time. Such maintenance must be carried out by specialized technical personnel and in accordance with the instructions attached to the Product.

- Product operating time must not exceed 4400 hours / year, with ignition periods of a maximum of 12 hours per day.
- Any combination of the Product with electronic or digital devices, drivers, power supplies or accessories must be made with products and components supplied by Pan International.
- The products must be installed in ideal conditions and positions, ie such as to allow the maintenance of the correct operating conditions; unless otherwise specified in the product documentation, the following parameters of reference are considered:
  - o Power supply voltage corresponding to that indicated in the manual of instructions, constantly maintained over time.
  - o Ambient temperature between -20 ° C and + 35 ° C. For outdoor installations ignition must be carefully avoided during the hours in which the appliance is subject to direct solar radiation.
  - o Ambient humidity not higher than 60%.
  - o Absence of mechanical loads on the Product.
  - o Absence of harmful materials, substances, chemicals or atmospheric agents, with particular reference to acids, detergents or corrosives that come into contact even temporary with the Product, if the latter is not specifically declared suitable.
  - o Absence of elements or materials in contact with the product or positioned in such a way to prevent air circulation (e.g. panels, insulating materials, thermal blankets, rock wool, ect.)
- In any case the Warranty is not applicable
  - o To all defects caused by overvoltages of any kind generated by the external electric network
  - o To products used in saline environments, with particular reference to painting and surface finish, if the fixture is not specifically declared suitable for installation in such environments.

Furthermore, it constitutes a necessary condition for the applicability of the Guarantee that:

- the Customer is up to date with payments in accordance with the payment conditions agreed in the sales invoices. Non-payments, even partial, are a reason for total forfeiture of the Guarantee.
- the Customer has previously carried out all the first intervention operations indicated in the instruction manual attached to the Product.
- The fault or defect, duly specified and proven in its nature and extent, is reported in writing by the Customer to Pan International no later than thirty (30) days from its discovery.
- The Product that is presumed to be defective is kept by the Customer in the state in which it is found, including the light source, for as long as necessary to allow Pan International or its representatives to carry out the necessary checks on the claimed defects / faults

## Limits of Warranty

The Warranty does not apply under any circumstances if:

- Modifications and / or repairs have been made to the Products without written authorization from Pan International.
- The “Defect Rate” is lower than the “Nominal Failure Rate” equal to 0.2% of the Products for 1,000 hours of use, the threshold within which any defect percentage is to be considered normal.
- If the flux emitted by the LEDs decreases over time within the parameters of the normal performances reduction foreseen by the IES standardized measurement method TM-21.

Furthermore, the Guarantee is not applicable if:

- The installation consists of Digital Light Management Systems. For these systems the guarantee may be granted following Pan International's evaluation of the lighting project and the related system.
- There are differences in "luminous efficacy" and / or "flux emission" and / or "Light temperature" and / or "color rendering", compared to previously Products installed, both in the case of integrations of existing systems and in the case of replacements of previously supplied appliances.
- The use of the Product is incorrect or does not comply with the instructions for use and assembly provided by Pan International, however downloadable from the website [www.panint.it](http://www.panint.it).
- Defects are caused by unsuitable cleaning and maintenance activities, with particularly reference to the use of chemical agents and detergents.
- Defects are the result of vandalism, mechanical forcing, burglary, etc.
- Defects are the result of extraordinary events such as floods, earthquakes, fires, etc.

## Warranty Exclusions

In any case, the following are excluded from this Warranty:

- Components and parts subject to wear (for example; light sources of all kinds, batteries, mechanical parts subject to wear, etc.).
- Software reset, installation and maintenance including after any malfunctions due to bugs or viruses.
- Installation, disinstallation, assembly or disassembly, rental of tools and equipment, as well as the reimbursement of all costs deriving from the aforementioned operations.
- The reimbursement of costs for any type of damage resulting from the malfunction, including any financial costs or losses caused by the inability to light in consequence of the defect, whether actual or presumed.

- The reimbursement of the transport costs of the return and of any replacements, if the Product is recognized as "not defective".

## **Conditions of the Complaint**

In the event of a warranty claim, in the first instance the Customer must send to Pan International

- Purchase invoice.
- Product code
- Detailed description of the complaint
- Quantity of products subject to the complaint and quantity of products installed
- Hours of operation of the products
- Maintenance detail

Pan International reserves the right to retrieve and examine the Products which are the subject of the complaint before applying the Guarantee.

## **Applicable Law**

In relation to the continuous evolution of technologies related to electronic components, Pan International reserves the right to change the terms and conditions of this Warranty without any notice.

Any dispute concerning this Warranty and in any case the interpretation and execution of the aforementioned, falls within the competence of the Judge of the place in which Pan International is based