

Warranty conditions.

This warranty (hereinafter the "Warranty") applies to any product in the SIMON Architectural Lighting product range (hereinafter "SIMON") if it is included in the accompanying documentation and was purchased within the Warranty coverage area.

By means of this Warranty, SIMON warrants the product against possible defects in workmanship or materials for a period of 5 years from the original date of purchase, subject to the conditions set out below.

If during this warranty period the product (on the date of purchase) is found to have manufacturing or material defects, SIMON will repair or replace (at SIMON's discretion) the product or its defective parts, under the conditions specified below, at no charge for labour or parts.

SIMON may replace defective components or products with ones that are new or recycled. All parts or components in the replaced products are the property of SIMON.

CONDITIONS:

(i) SIMON's discretion.-

During the Warranty period and in the event that a defective Product is identified, SIMON may, at its sole discretion, choose between repairing or replacing the Product or defective parts.

(ii) The Product.-

This Warranty covers any manufacturing or material damage in any product included in the SIMON catalogues.

(iii) Warranty Period.-

Under this Warranty, SIMON guarantees the products included in its catalogues for a period of 5 years from the date of the original invoice or purchase receipt (which must specify the purchase date, model and distributor name).

(iv) Proper use of the Product.-

The warranty period set forth in paragraph (ii) above shall only apply when the Customer has used the product correctly.

(v) Effectiveness of the Warranty.- The Warranty provides coverage when the following requirements are satisfied:

a. Necessary documentation.- The Customer must provide SIMON the purchase contract, the associated invoice, and proof of purchase (indicating the purchase date, model and distributor name) for the defective product.

b. Time limit for reporting the defect.- The Customer must report the defect in writing to SIMON, specifying its nature and extent within sixty (60) days after it is detected;

c. Territorial Limit.- This Warranty covers SIMON Products that are purchased and installed in the country or region within the limits of the European continent shown in Annex I of this document.

d. Payment of the Product.- The Customer must have paid or be paying for the Product, in accordance with the payment conditions agreed at the time of purchase;

e. Prior action by the Customer.- Before requesting coverage under this Warranty, the Customer must have taken all the steps contained in the Instruction Manual that comes with the Product;

f. Technical Specifications.- The coverage of damage due to defects will be applicable when SIMON products are used in accordance with the technical specifications set out in the Instruction Manual and in compliance with its instructions for proper use;

g. Installation.- Warranty coverage may be claimed as long as the product was installed and/or assembled in accordance with the instructions accompanying the Product, or if the installation/assembly was done or supervised by specialised technical personnel;

h. Maintenance.- In order for the Product to be covered by the Warranty, it must have been maintained in accordance with the accompanying instructions, either by the Customer and/or by specialised technical personnel.

i. Temperature and voltage limits.- The defective Product is covered by the Warranty provided that the maximum temperature and voltage limits specified for the proper operation of the Product have not been exceeded, and provided that the Product has not been exposed to conditions that are not suitable for its use or that may harm it;

j. Power Components.- This Warranty extends to the power supply that is included with the Product. However, if the supply is not used in accordance with the recommendations provided by SIMON, it will not be covered by the Warranty. For Products that do not include a power supply, the Warranty will cover the Product and power supply only if the power supply recommended by SIMON is used and in accordance with the instructions and recommendations for its use;

k. Unauthorised alterations or repairs.- The Product is covered by the Warranty unless the Product has been altered or repaired without written authorisation from SIMON, or if altered or repaired, that it was not done in accordance with the instructions accompanying the Product.

l. Preservation of the Product.- In order to determine the source of the defect and to assess, where applicable, the damage and/or defects in the Product that are covered by the Warranty, the Customer is required to keep the defective Product in its current state (including any components attached to the Product) for as long as necessary for SIMON to carry out the investigations and checks necessary to determine the defects and/or faults detected and their origin.

m. Limits of Use.- The Warranty will cover the Product within the limits of use determined by SIMON. In relation to the light output, the Product shall be defective when the light output is below 70% of the rated value specified in the catalogue, unless the technical specifications of the Product, its components or its use expressly establish otherwise.

(vi) Warranty exclusions.-

The Guarantee does not cover the cases detailed below:

i. Periodic maintenance and repair or replacement of parts resulting from normal wear and tear.

ii. Consumable materials (components that are expected to require periodic replacement during the life of the product, including batteries and mechanical parts subject to wear).

iii. Damage or defects resulting from improper use, operation or handling of the product and not from normal use of the product.

iv. The costs that may be associated with the repair of the defect (travel, assembly, transport, among others) must be borne entirely by the Customer;

v. Items attached to the Product that are not marketed by SIMON;

vi. Defects caused by exposure to conditions in excess of those specified in the applicable directive on electromagnetic compatibility.

vii. The damage not covered by the Warranty is detailed below:

1. For improper use of the Product:

a) Handling that results in physical damage or that alters the Product physically, superficially or cosmetically;

b) Installing or using the Product in a manner that does not comply with SIMON's installation or operating instructions;

c) Maintaining the Product in a way that does not conform to SIMON's instructions for proper maintenance;

d) Installing or using the Product in a manner that does not comply with the technical or safety regulations of the country where it is used or installed.

2. For use of the Product with accessories, peripherals and other items of a type, condition or standard that are not established or manufactured by SIMON.

3. Repairs made or attempted by third parties not belonging to SIMON or its technical service.

4. Negligence on the part of the Customer.

5. In cases of force majeure, as well as accidents, fires, liquids, chemicals, other substances, floods, vibrations, excessive heat, inadequate ventilation, electrical overloads, excessive or incorrect voltage, radiation, electrostatic discharges including lightning, other external forces and impacts.



This warranty may be modified as required by law or at SIMON's discretion. However, the Warranty in force on the date of purchase shall apply to each Product.

June 2019

ANNEX I

List of countries

Albania, Andorra, Austria, Belgium, Belarus, Bosnia and Herzegovina, Bulgaria, Croatia, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Lithuania, Luxembourg, Malta, Moldova, Montenegro, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Netherlands, Turkey, Ukraine, Liechtenstein, San Marino, Monaco, Vatican.