

General Terms of Commercial Warranty – L&S Group

In addition to the implied warranty, L&S Italia S.p.A., Forma e Funzione s.r.l. and Ital Pek s.r.l. (hereinafter referred to as "**L&S Group**") offer a voluntary and free commercial warranty on all L&S Group products, lighting systems, and electrification systems, if these are used solely together with other L&S Group products in a system. This warranty is valid for a total period of ten (10) years from the date of the purchase invoice, under the conditions specified in these General Warranty Terms (the "**Commercial Warranty**").

All other warranty claims are expressly excluded.

Scope and Beneficiaries

The L&S Group grants the Commercial Warranty on all its products, lighting, and electrification systems for defects in material or workmanship, provided that (i) they are used solely together with other L&S Group products in a system; and (ii) they are not used and/or combined with power supplies or other components different from those supplied by L&S Group, even if their compatibility and suitability with the products have been verified.

The beneficiaries of the warranty are exclusively professionals, i.e., any legal entity that purchases one or more products from companies within the L&S Group.

Limitations and Exclusions

The Commercial Warranty applies to products purchased as of October 1, 2024.

The Commercial Warranty is applicable only if the lighting system has been used for its intended purpose, in compliance with the instructions, warnings, technical data sheets, and guidelines contained in the product packaging and in the manuals published on each company part of L&S Group website. Upon the return of a product, an inspection will be conducted to determine if its usage has been compliant.

The Commercial Warranty is, without limitation, excluded in the following cases:

- Whenever an L&S Group product is installed and used with components/products/systems other than those supplied by L&S Group, even if deemed compatible.
- Improper and/or inadequate use of the product.
- Unauthorized modifications to the product.
- Malfunctions or breakages caused by handling and/or application errors by the customer and/or end user.
- Use of the product in inappropriate environments (e.g., excessive humidity, heat, cold, dust, corrosive environments, or if an indoor device is inadmissibly exposed to weather conditions).
- Damage to the product's original packaging caused by weather events.

- Unforeseeable events of force majeure (e.g., natural disasters).

L&S Group reserves the right to refuse warranty claims resulting directly from improper maintenance of the product by the user.

Procedure

To maintain the right to invoke the Commercial Warranty, the warranty beneficiary must report the defect within two (2) months of its discovery.

To claim warranty coverage, the beneficiary must:

- a) submit a claim in writing to the L&S Group company from which the product has been purchased, with the following information/documentation:

- Beneficiary company of the warranty.
- Details of the product subject to the warranty (specifically, without limitation: product name, product number / product identification code, quantity purchased, quantity claimed).
- Reason for the claim.
- A copy of the original invoice for the product subject to the warranty or a copy of the original delivery note.

- b) Return of the product subject to warranty – within thirty (30) days from the claim date – to the address of the L&S Group company from which the product has been purchased. The return costs will be borne by the warranty beneficiary.

Warranty Performance

In the event of a valid warranty claim, the relevant L&S Group company, at its sole discretion, will replace, repair, or credit the price of the defective product.

L&S will verify within a reasonable time the methods and timing for the repair and/or replacement of the product. A product repaired or replaced under the Commercial Warranty will remain subject to the same warranty conditions originally granted at the time of purchase, until the expiration of the original warranty period.

In the event of replacement, the non-compliant product may be replaced with another product of similar characteristics or of equal quality and performance.

Excluded from the warranty performance, without limitation, are:

- Reimbursement of the shipment costs to return the defective product to L&S Group company.
- Reimbursement of installation, dismantling, transport, road, labor, project planning, management, or material costs or costs for fault detection.

- Any other claims for damages or reimbursement of expenses (e.g., for transportation or consequential damages or loss of profit).

The warranty claim processing and the granting of the warranty performance will be managed by:

- L&S Italia S.p.A. for products purchased from L&S Italia S.p.A.
- Forma e Funzione s.r.l. for products purchased from Forma e Funzione s.r.l.
- Ital Pek s.r.l. for products purchased from Ital Pek s.r.l.

Governing Law and Jurisdiction

These Commercial Warranty Terms are governed by Italian law, without prejudice to any overriding mandatory provisions in the customer's country of residence.

In the event of any dispute arising from the interpretation and/or application and/or execution of these Commercial Warranty Terms, the competent court shall be the Court of Pordenone.