

CORTEM s.p.a.

cap. soc. €1.578.000,00 i.v.
R.E.A. C.C.I.A.A. GORIZIA U. 32755 - M. GO 000139
Registro Imprese Gorizia 00052120318
Cod. Fiscale e P.Iva IT00052120318
Eco-contributo RAEE assolto ove dovuto n° Registro A.E.E. IT0802000001818

Sede e stabilimento - Head Office/Works
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LIMITED EXTENDED WARRANTY

FLOWEX-M

I. Limited Extended Warranty

This limited extended warranty is provided by Cortem S.p.A., an Italian company with registered office at via Aquileia 10, Villesse (GO), Italy ("**Cortem**") for the Cortem-branded product(s) indicated in Cortem's order confirmation in the "extended warranty" section (the "**Product**") directly purchased by a commercial user from Cortem (the "**Purchaser**")

Subject to the limitations and exclusions herein, Cortem warrants that the Product, when delivered by Cortem in new condition and in its original packaging, will be free from significant defects in material and workmanship for a period of 4 (four) years from the expiry of the 12-month guarantee period provided for by Cortem's general terms and conditions of sale (the "**Warranty Period**"). The Product shall be considered not to comply with this warranty only if it is unable, under normal conditions of use, to perform its functions, and if such circumstance is proven and recognized by Cortem.

II. Terms and Conditions of application and effectiveness of this warranty

This warranty does not apply i) to a Product which has been repaired, disassembled, manipulated and/or modified in any way (even with reference to its design) by persons not authorized by Cortem; ii) a Product which is in continuous operation (i.e., that is not turned off during daytime) and/or which is in operation for more than 4,000 hours per year; (iii) to a Product that has been used or applied to systems that have been used not in accordance with the agreed specifications or if the power supplied to any of the products exceed the rate tolerance; (iv) if any external device creates conditions exceeding the maximum rate tolerance of the Product or affects its functions; v) to a Product the warranty seal, serial number or any tags/labels of which was removed and/or tampered and/or damaged; or (vi) to a Product that has not been adequately warehoused or upkept.

This warranty shall be effective and apply only in respect of a Product the price of which had been duly paid pursuant to terms and conditions set forth by Cortem.

This warranty only applies when a Product and/or a component of the same has been properly wired, installed and used in accordance with its specifications, installation and operative instructions, application guidelines, standards and/or any other document accompanying the Product itself. This warranty applies only in respect of the first installation of a Product and shall not apply for any subsequent installation thereto. The Product must be used within the specified electrical values, operating range and appropriate environmental conditions.

This warranty does not apply to any non-standard use or stress of the Product, including, but not limited to, under/over voltage conditions, excessive switching cycles or operating hours, any use in violation of or non-compliant with any applicable standard, code or instruction by the Purchaser or its agents, employees, consultants and/or representatives.

This warranty does not cover consumables and/or any batteries, light bulbs or any other electrical component subject to wear that can be assimilated to consumables, nor does it cover any control devices such as, but not limited to, occupancy sensors, photocontrollers or photocells.

This warranty does not cover any third-party products or component incorporated, contained in or attached to the Product. For the avoidance of doubt, Cortem makes no representation or warranty with reference to any third-party product or component. In addition to the foregoing, this warranty does not cover i) the decay of luminous flux over time; ii) the change in colour of the LED module; iii) any damages to relevant drivers caused by events affecting power lines (inclusive but not limited to energy burst and power surge).

This warranty does not apply to defect, loss, damage or failure to perform arising of as a result of any Act of God, fire, vandalism, civil disturbance, power surge, improper power supply, electrical current fluctuations, corrosive environmental installations, induced vibration, harmonic oscillation or resonance associated with movement of air currents around the Product, alteration, accident, negligence, failure to follow installation, environmental or maintenance instructions prescribed by Cortem or applicable electrical codes or any abuse, mishandling, misuse, abnormal use or use in violation of any applicable standard, code or instruction for use, including without limitation, those contained in the latest safety, industry and/or electrical standards for each relevant county or region in which the Product is used.

This warranty does not apply to any defects of the Products caused by improper use or use not in compliance with the use intended by Cortem, inappropriate installation, negligence, inexperience or lack of skill of the Purchaser or the Purchaser's appointees and more generally any use inconsistent with the purpose for which the Product is made; unforeseeable atmospheric events, malfunctions in power and water supply, accidents, natural disasters, exposure to corrosive or particular environmental factors, inadequate electric, chemical or physical conditions, or defects of the Products which are not appropriately stored by the Purchaser or have been disassembled, modified or repaired by persons that were not authorized by Cortem. In addition to the above, a malfunctioning of the single LED component will not be deemed as a defect of the Product. The use of the Product for a purpose other than that for which it was designed shall void this warranty.

III. Procedure for the activation of this warranty

The Purchaser shall notify Cortem of any non-conformance or defect immediately and, in any event, within 8 (eight) days upon discovery of such non-conformance or defect by registering to the Cortem website and by completing the online Product defect notification form. Upon notice of non-conformance or defect, to activate this warranty, the Purchaser shall provide Cortem with:

- a) a report inclusive of the registration of i) the following electric parameters relating to the power line to which the Product is connected, inclusive of supply voltage, amperage, frequency, harmonic distortion and of ii) the parameters relating to the ambient temperature referred to the area in which the Product is placed. Such registration shall be provided in a manner which makes it readable by Cortem (i.e., electronic file) and shall report the parameters mentioned above, which are to be measured and captured for each of the 30 days prior to the Purchaser's request once every 30 minutes (i.e., 48 registrations/per day);

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- b) a valid and updated calibration certificate in respect of the measurement tools used for the registration included in the report set forth under letter a) above; and
- c) the power certification relating to the plant, which shall attest conformity to IEC specifications as well as the name of the maintenance supplier which must be qualified for the installation of the Product.

Return of the Product to Cortem can be made solely following Cortem's authorization to ship the Product, and at the Purchaser's expense. The Purchaser shall strictly comply with Cortem's indications relating to the method of shipment of the Product to Cortem, it being understood that in lack of compliance thereto the Purchaser shall not be entitled to raise any claim against Cortem in respect of any non-conformance or defects affecting the relevant Product. In no event shall Cortem be requested to make any on-site verifications or checks on the Product. Nevertheless, Cortem retains the right to request the Purchaser to allow access to its premises in order to evaluate and verify the manner in which the allegedly defective Product is being or has been installed and the conditions in which the Product is being or has been used or kept.

Should Cortem ascertain that the non-conformities or defects notified by the Purchaser do not subsist or are not covered and/or are excluded by the warranty, Cortem will provide the Purchaser with an estimate of the costs of the repair services before starting the repair and, in case Purchaser does not communicate to Cortem its acceptance of the costs of the repair services within 8 (eight) days from the relevant estimate, Cortem will be entitled to re-send the un-repaired Product to the Purchaser at the Purchaser's expenses and responsibility.

IV. Assessment of the non-conformance and coverage pursuant to this warranty

The Purchaser shall bear the burden of proof as to the presence of non-conformities or defects and their coverage under this warranty, it being understood that non-conformance of a Product or its defectiveness and whether such non-conformity or defect is covered by the warranty shall in any event be assessed by Cortem.

In the event Cortem determines that the Product is non-conforming or defective, Cortem shall, at its own discretion and option, either repair or replace (or procure to repair or replace) such Product or the defective part thereof, or, alternatively reimburse the Purchaser of the purchase price. Cortem shall communicate to the Purchaser, at its sole and unquestionable discretion, the timing required for carrying out the repair of the Product, which timing shall not bind Cortem towards the Purchaser in any way.

In the event Cortem decides to replace the Product and is not able to do so because such Product has been discontinued or is not available for any reason, Cortem may refund the Purchaser of the purchase price (or a portion thereof) or replace the Product with a comparable product.

Cortem reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured Product or components in the warranty repair or replacement process. Such Product and/or parts/components will be comparable in function and performance to an original Product or component, as determined by Cortem at its sole discretion, and warranted for the remainder of the original Warranty Period.

Cortem shall reimburse the costs borne by the Purchaser for shipment of the Product to Cortem made pursuant to Cortem's indications in the event Cortem ascertains the Product returned by the Purchaser is non-conforming or defective.

In the event Cortem determines that the Product returned by the Purchaser is not covered by this warranty, Cortem will be entitled to apply a no defect found charge and shall return the Product to the Purchaser at the Purchaser's sole expense.

Any cost or expense relating to the removal or reinstallation of the Product, including without limitation labor costs or expenses, and shipment of the Product to Cortem shall be borne exclusively by the Purchaser.

Any advice or assistance relating to the Product furnished by Cortem to the Purchaser as a courtesy shall not by any means determine an extension of this warranty and shall not be covered by this warranty.

Any repair, alteration, tampering or modification of the Product, along with any replacement of the Product or any of its components by a third party, or with use of third-party components, will void this warranty in its entirety.

V. Amendment of this warranty

No third party including any agent, distributor or dealer is authorized to change, modify or extend the terms of this warranty on behalf of Cortem. Cortem reserves the right to amend this warranty from time to time. Any amendment of this warranty shall be effective for all orders placed with Cortem on or after the effective date of such amended warranty.

VI. No other warranties

This warranty is exclusive and is given in respect of the Product and is accepted in lieu of any and all other warranties, whether explicit or implied, including, without limitation, any warranty against infringement and any implied warranties of conformance to description or sample, non-infringement, merchantability or fitness for a particular purpose, whether arising by law, course of dealing, course of performance, trade usage or otherwise, which warranties are hereby expressly disclaimed to the fullest extent.

The Purchaser acknowledges that it has not relied upon any representation or warranty made by Cortem or any other person on Cortem's behalf, except as specifically provided in this document.

This document states Cortem's entire liability and obligation towards the Purchaser and represents the Purchaser's sole and exclusive remedy in connection with any non-conforming or defective Product supplied to the Purchaser by Cortem, whether or not such damages are based on any warranty not explicitly mentioned in this document, tort, contract or any other legal theory, even if Cortem has been advised or is aware of such non-conformities or defects.

VII. Warranty and damage limitations

Any replaced or repaired Product is warranted solely for the remainder of the Warranty Period relating to the originally purchased Product and does not give rise to the commencement of a new Warranty Period for the replaced or repaired Product.

In no event shall Cortem be liable for direct, indirect, special, incidental, compensatory, exemplary, consequential, punitive or any other damages. In no event shall Cortem be liable for any damages relating to business interruption, loss of use, revenue, savings or profits, arising out of breach of contract, tort (including negligence and strict product liability) or otherwise, regardless of whether such damages were foreseeable and whether Cortem was advised of such damages.

Cortem cannot be held liable for electrical supply conditions, including supply spikes, over/under-voltage, that are beyond the limits specified for each individual Product and those defined by relevant supply standards.

Cortem's aggregate liability with respect to a non-conforming or defective Product shall in any event be limited to the price paid by the Purchaser to Cortem for that single non-conforming or defective Product.

This limitation of liability shall not apply to damages caused by gross negligence or willful misconduct of Cortem.

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VIII. Governing law and jurisdiction

This extended warranty shall be governed by and construed in accordance with the laws of Italy, the application of the 1980 U.N. Convention on Contracts for the International Sale of Goods or the United Nations Convention on the Limitation Period in the International Sale of Goods, (as amended) being expressly excluded, and without regard to any conflict of laws provisions.

Any dispute, controversy or claim arising out of or relating to this Agreement shall be submitted to the exclusive jurisdiction of the Court of Milan, Italy. Cortem however shall retain the right to bring proceedings against the Purchaser before the Court of its domicile.

For acknowledgement and acceptance

The Purchaser

Date _____

For specific acceptance of the following clauses: II (Terms and Conditions of application and effectiveness of this warranty), IV (Assessment of the non-conformance and coverage pursuant to this warranty), VI (No other warranties), VII (Warranty and damage limitations) and VIII (Governing law and jurisdiction).

The Purchaser

Date _____

Anti-fraud alert: in case you are provided with an order confirmation or an invoice showing a foreign (non-Italian) bank account or in case you receive any instruction to pay on a foreign (non-Italian) bank account you may be victim of a fraud. Cortem S.p.A. will not be responsible for payments made on bank accounts not opened by Cortem S.p.A. in Cortem S.p.A.'s name.