

1. Scope of application.

This document establishes the warranty policy applicable to LED lighting fixtures for public lighting applications that BENITO Urban markets worldwide (hereinafter 'products') to its direct customers (hereinafter 'customers') acquired since 4 April 2017.

This warranty is valid for the purchase of products made after the aforementioned date. BENITO Urban reserves the right to modify this warranty without prior notice.

Any modification to this warranty will be applicable to all orders placed with BENITO Urban on or after the date the modified warranty comes into effect.

2. Warranty period

BENITO Urban guarantees that all of its products are free of defects in materials and labour within the conditions and limitations specified in this warranty for a period of FIVE (5) years from their date of sale to the purchaser, as defined in section 4. Terms and conditions.

For certain products that incorporate LED technology in the Advance and Premium categories, a warranty period of TEN (10) years may be established if the installation complies with the minimum requirements specified in Annex I.

If a product does not work in accordance with this warranty, BENITO Urban will solve the incident with the faulty product, based on the Warranty Terms and Conditions established below.

BENITO Urban also guarantees the lighting qualities of its products during the warranty period. During the warranty period, based on the conditions and limitations included in this warranty, the light flux will be maintained at a minimum level of 70% of the initial nominal flux*, indicated in the technical specifications sheet with a nominal power supply, as long as the mean nocturnal ambient temperature does not exceed the stipulated characteristic temperature T with a tolerance of 5% in nominal power to the drivers.

This warranty covers products that are turned on and off daily, with a mean annual use of 4,000 hours and observing the technical specifications and installation instructions.

*L70 B10 means that a minimum of 70% of the initial light flux of the lighting fixture will be maintained during a period corresponding to a minimum warranty period for the maximum nocturnal ambient temperature. The B10 probability ratio indicates that at least 90% of the lighting fixtures of a given facility will maintain the specified light.

Official photometric measurements may only be taken by BENITO Urban or an accredited laboratory accepted by both parties, following the protocol established by BENITO Urban.

3. TEN-(10) year warranty.

The customer may request a TEN-(10) year warranty from the date of the invoice for the LED lighting fixtures in the Advance and Premium categories if the following criteria are met:

I. The parameters in Section 4. Terms and Conditions, are fulfilled.

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II. The correctly completed forms and all the documentation required by BENITO Urban described in Annexe I are provided.

4. Warranty Terms and Conditions

The warranty is only valid under the following conditions:

I. The product has been correctly connected and installed, and is operating at the values for electricity, operating period and environmental conditions stipulated in the specifications, application guidelines, IEC standards or any other document supplied with the products.

II. The whole installation and/or assembly work is performed by personnel technically qualified for the work they are to perform.

III. The limit temperature, the IP rating and voltage values do not exceed the values defined for the lighting fixture, LED module and/or the electronic equipment incorporated in them.

IV. The product is not subject to mechanical loads for which it is not designed.

V. The product must be maintained by specialised technical personnel as per the accompanying instructions. The product may not be handled or repaired without the corresponding written authorisation.

The warranty will not be applicable in the following situations:

I. This warranty is not valid for damage or operating faults caused by *force majeure* or any type of incorrect, inappropriate or anomalous use or use that infringes the corresponding standards, codes or instructions for use, including, without limitation, the most recent and currently valid regulatory content on safety, industry and/or electricity in the corresponding regions, or causes unrelated to manufacture.

II. Also excluded are all parts subject to normal wear and tear through use, such as batteries, surface painting or mechanical parts.

III. Operating faults, structural or functional defects when BENITO Urban has complied with all the customer's reports, designs and specifications that subsequently prove to be inadequate, incomplete or defective.

IV. Damage or operating faults arising from electrical supply conditions, including power surges, over or undervoltage or current surges in the control systems outside the specified limits for the product and those defined by the corresponding supplier or which do not meet acceptable industry standards for input current.

V. Any natural effect, such as damage caused by lightning or corrosion if this is the result of external causes or factors (e.g. chemical products).

VI. Sudden failure of less than five percent (5%) of the total LED value (rounding to the nearest unit) of a product.

VII. The customer must inform BENITO Urban if the product is installed in a corrosive environment, particularly near the sea or in a chemical environment, indicating the necessary precautions, such as specific additional paint or treatment, which the client must apply, including regular maintenance over the period of use.

VIII. If the purchaser has not honoured the agreed payments for the product.

IX. The products of other brands marketed by BENITO Urban, except by prior agreement with the purchaser. However, the manufacturer's warranty will be applicable.

5. Warranty Claims

All the aforementioned warranty periods require a BENITO Urban representative to access the product or faulty system to check for non-conformity, if so notified by BENITO Urban. Warranty claims must be notified and sent to BENITO Urban within 30 days of identifying the fault, and the following minimum information must be specified (additional information may be requested):

I. Faulty products.

II. Installation and invoice dates.

III. Detailed description of the problem, the amount and failure percentage.

IV. Application, operating hours and switch cycles.

If the affected product complies with the Terms and Conditions given above, BENITO Urban will be free to decide at its entire discretion whether to repair or replace the product for the same, provide an equivalent whose specifications may vary slightly, or return the amount paid to the purchaser.

BENITO Urban agrees to furnish advice on the assembly, installation and commissioning of projects, providing appropriate indications to the industrial companies assigned by the customer if necessary.

The warranty is strictly limited to the replacement or repair of the materials recognised expressly as defective and returned to the BENITO Urban facilities indicated as such. Among other aspects, the warranty excludes the costs of installation/removal of the lighting fixtures, access to the products (scaffolding, lifts, etc.) and other expenses such as claims for damages, lost profit, damage to property or any other type of expense or compensation.

If the malfunction is not included in the warranty, according to the technical verdict of the BENITO Urban after-sales service, a 'Repair Quote' will be provided which requires the approval of the purchaser to go ahead with the repair of the faulty part.

BENITO Urban may invoice the customer for the costs of transport, checks and management associated with returned products that are not faulty.

6. Non-implicit Claims or Warranties

Agents, distributors or representatives are not authorised to change, modify or extend any of the aspects of the terms of the limited warranty in the name of BENITO Urban.

These conditions represent the total liability and obligations of BENITO Urban in relation to the purchaser and the sole and exclusive record for the purchaser with respect to faulty or non-compliant products supplied by BENITO Urban to the purchaser, regardless of whether the damage in question is based on warranties not mentioned explicitly in these conditions, illicit acts, contracts or any other legal situations, even if BENITO Urban has been informed and is aware of such defects.

VIC, 4 April 2017

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ANNEXE I.

TEN-(10) year WARRANTY for LED lighting fixtures in the ADVANCE and PREMIUM category.

Below are listed all the fields that must be filled in and the documentation required to access the TEN-(10) year warranty applicable only to LED lighting fixtures in the ADVANCE and PREMIUM categories.

A warranty for a period of TEN (10) years is granted to:

CUSTOMER / COMPANY NAME:

ADDRESS:

TAX NUMBER:

CONTACT:

For lighting fixtures installed in:

TOWN:

STREET:

INSTALLATION DATE:

ORDER No.

INVOICE DATE:

With references:

LIGHTING FIXTURE:

AMOUNT INSTALLED:

LED MODULE:

AMOUNT INSTALLED:

The characteristics of the lighting fixture installation being:

PLANNED ANNUAL OPERATING HOURS:

EXPECTED AMBIENT TEMPERATURE RANGES:

Tmax =

Tmin=

The characteristics of the LED Module installation being:

PLANNED ANNUAL OPERATING HOURS:

EXPECTED AMBIENT TEMPERATURE RANGES:

Tmax =

Tmin=

EXPECTED IP RATING FOR LED MODULE:

IPmax =

IPmin=

*EXPECTED IP RATING FOR LED DRIVER:

IPmax =

IPmin=

*minimum IP must to be IP44

SWITCHBOARD:

OWNER:

DISTRIBUTOR:

ELECTRICAL INSTALLATION CERTIFICATE:

A COPY OF THE ELECTRICAL INSTALLATION CERTIFICATE MUST BE GIVEN TO BENITO URBAN

TYPE OF ELECTRICAL INSTALLATION:

- THREE PHASE 400 V 50 Hz
- THREE PHASE 230 V 60 Hz
- LIGHTING FIXTURE POWER SUPPLY:
- LIGHTING FIXTURE SUPPLY VOLTAGE TOLERANCE (+/-):

PROTECTIVE ELEMENT FOR THE SWITCHBOARD: (yes/no - make and model)

AUTOMATIC GENERAL SWITCH WITH PROTECTIVE ELEMENTS	
GENERAL TRIP SWITCH	
ALL-POLE CIRCUIT BREAKER IN EACH LOWER CIRCUIT	
PROTECTION AGAINST TRANSITORY OVERVOLTAGE (min. 15 kA (8/20 µs), 4 polos (3P+N))	
PROTECTION AGAINST PERMANENT OVERVOLTAGE (min. 25 kA, 4 polos (3P+N))	

TYPES OF LIGHTING FIXTURES INSTALLED IN THE SAME SWITCHBOARD:

DISCHARGE LAMP

POWER
 AMOUNT

LED LIGHTING FIXTURES

POWER
 AMOUNT

Any omissions or false information may invalidate the extended warranty.

Warranty requested by:

Signature:

Name:

Date:

Return the completed and signed document to BENITO URBAN.

TEN-(10) year warranty ACCEPTED	
TEN-(10) year warranty DENIED	
BENITO Urban signature and stamp	