

# **Warranty**

## **1. SCOPE AND APPLICATION**

This Warranty Policy establishes the terms and conditions under which the Company provides warranty coverage for its products. It applies to all purchases made directly from the Company or authorized distributors.

## **2. WARRANTY COVERAGE**

The Company guarantees that its products are free from manufacturing and material defects under normal conditions of use for a period of two (2) year from the date of purchase or invoicing, as applicable. This warranty exclusively covers:

- o Manufacturing or material defects.
- o Malfunctions due to production errors.

## **3. EXCLUSIONS AND LIMITATIONS**

This warranty does not cover:

- o Damage resulting from improper use, abuse, negligence, or incorrect installation.
- o Alterations, repairs, or modifications made by unauthorized third parties.
- o Use of the product outside the specified environmental conditions, including humidity exceeding 80% or use beyond its designated IP rating.
- o Minor imperfections in natural materials such as wood, leather, or hand-blown glass.
- o Light bulbs included with some products.
- o Electrical power supply conditions beyond the specified product limits, including voltage surges, fluctuations, or power wave control systems.
- o Force majeure events or any fraudulent, incorrect, or anomalous use of the product.
- o Battery deterioration.
- o Operating LED products outside a starting temperature of -20°F or above a maximum ambient temperature of 120°F.
- o The Company liability is strictly limited to the cost of the product. Consequential damages, labor costs, and chargebacks are not covered.
- o All products must be installed and used per National or Local Electrical Codes. The Company will not repair or replace products damaged due to improper use or faulty installations.

- o The product must be used only with compatible building control devices and dimmers, if applicable.

#### **4. WARRANTY CLAIM PROCESS**

To make a warranty claim, the customer must:

- o Notify the Company or the authorized distributor of the issue within the warranty period.
- o Provide the purchase invoice or transaction proof.
- o Ensure a Company representative has access to inspect the defective product.
- o Send the defective product to the facilities designated by the Company if required.

The Company will evaluate the product. If a defect is covered, the Company may repair, replace, or issue a credit at its sole discretion. Whenever possible, the Company reserves the right to repair defective items instead of replacing them.

If the repair does not meet expectations, the customer may request a replacement of equal characteristics or a full refund of the purchase price.

#### **5. ADDITIONAL CONDITIONS**

- o The Manufacturer reserves the right to inspect defective products.
- o Travel and labor costs for disassembly and reinstallation are not covered.
- o If a product is discontinued, the Manufacturer may replace it with a comparable product with minor design or specification differences.
- o Replacement products or components are covered by a one-year warranty from the date of delivery or installation.
- o The Manufacturer may charge the customer for returned products that are not defective, including associated shipping and handling costs.

#### **6. LIMITATION OF LIABILITY**

The Company's liability under this warranty is strictly limited to the repair or replacement of the product, as applicable. Under no circumstances shall the Company be liable for indirect, consequential, or any other claims arising from the use of the product.

#### **7. TRADEMARKS; INTELLECTUAL PROPERTY**

The Company reserves the right to modify the "Bover Barcelona Lights" trademark and any other brand, logo or trade name under which the products are sold (the "Trademark")

The Buyer may not use or reproduce the Trademark or any other intellectual property of the Company unless it has received the prior written consent of the Company. Such consent shall not give the Buyer

any proprietary interest in the Trademark or such other intellectual property of the Company, and may be freely revoked at any time, without notice, and without giving rise to any liability on the part of the Company.

## **8. MODIFICATIONS**

The Company reserves the right to modify these Terms and Conditions and the Warranty Policy at any time. Updated versions will be published on the official website under the section "Warranty Policy Conditions."

All Purchase Orders issued by customers are accepted and executed on the understanding that the Buyer is bound by the following Standard Conditions of Sale. Where there is any inconsistency between these Standard Conditions of Sale and any conditions that the Buyer seeks to impose, these Standard Conditions of Sale shall prevail. Any deviations from these Standard Conditions of Sale shall only be binding upon the Seller if the latter has expressly agreed thereto in writing. Without limitation on the foregoing, the company's performance on an Order shall not be considered acceptance of any counter-offer or terms provided by the Buyer.

By executing these Standard Conditions of Sale, the undersigned hereby accepts, and agrees to be bound by, all the terms and conditions contained in these Standard Conditions of Sale.