

# SIMES

## Warranty Terms and Conditions

Ref. Rev 01/2026

### 1. Subject of the warranty

Simes S.p.A. ('Simes') guarantees that its lighting fixtures ('Products') are free from manufacturing defects and are guaranteed for a period of five (5) years from the date of invoice, provided that they are manufactured on or after 1 January 2026 and are installed, used and maintained in accordance with the technical specifications and instructions for use provided by Simes.

### 2. Scope of application

This warranty applies to Products intended for professional outdoor applications sold directly by Simes or through its network of authorized distributors.

It does not apply to Products sold by unauthorized third parties, modified after delivery or installed in conditions that do not comply with Simes instructions and current technical regulations.

### 3. Effective date and duration

The warranty is effective from the date of invoicing of the Product and has a duration of five (5) years. In the event of replacement under warranty, the original period shall not be renewed or extended beyond the initial effective date. Replacement Products are covered by the warranty for the remaining period of the original Product.

### 4. Operating and environmental conditions

The warranty applies to Products installed with an average operating time not exceeding 12 hours per day, and is valid only if the Products are used within the operating limits indicated in the technical specifications, product data sheets and instructions for use

# SIMES

provided by Simes.

When used outdoors, the Products must be switched on no earlier than 30 minutes after sunset and switched off no later than 30 minutes after sunrise.

Installation and use must comply with the conditions of use specified by the IP protection rating.

Systems must be equipped with adequate surge protection devices (SPDs) and comply with international standards IEC 61000-4-5 or equivalent standards applicable in different markets.

## 5. Warranty coverage

During the warranty period, Simes undertakes – at its discretion – to repair, replace with an equivalent Product or partially credit the value of the Product recognized as defective.

The intervention will be limited to the recognized defect.

Transport, uninstallation, reinstallation, lifting equipment rental, civil or ancillary works, road closures and occupation of public land costs are excluded, unless otherwise agreed in writing between the parties.

## 6. Disclaimers

The warranty does not cover defects or damage resulting from:

1. Installation not in accordance with Simes instructions or CEI/local regulations.
2. Improper use, electrical overload or use in environments not consistent with the declared IP protection rating.
3. Failure to perform periodic maintenance or cleaning of optical and exposed surfaces.
4. Absence or incorrect sizing of surge protection devices (SPDs).
5. Tampering, modifications or unauthorized repairs.
6. Defects caused by natural phenomena, electrical discharges, lightning or other events that can be classified as unforeseeable circumstances or force majeure, which are not attributable to the product manufacturing process.

# SIMES

7. Normal decay of luminous flux and color variations within the tolerances specified by LM80/TM21.
8. Consumable parts or parts subject to natural wear and tear (including, but not limited to, batteries, seals, plastics, power supplies and parts marked by third parties).
9. Cosmetic or paint defects caused by chemicals, fertilizers, salt water or stray currents.

## **7. Conditions for warranty validity**

The warranty is valid only if:

- the Product has been installed by qualified personnel in accordance with Simes instructions;
- visual evidence of the correct installation of the Product is available;
- periodic maintenance has been carried out at least once a year and there is visual documentation to prove it;
- the operating and environmental conditions specified in the technical specifications have been complied with;
- the system is equipped with suitable surge protection within a maximum radius of 10 metres from each device;
- only original Simes spare parts and/or accessories have been used;
- payment has been made regularly in accordance with the agreed contractual terms.

## **8. Complaint procedure**

Any defects must be reported in writing within 8 (eight) days of delivery (obvious defects) or within 30 (thirty) days of discovery (hidden defects), under penalty of forfeiture. The report must contain: product code, invoice number, description of the defect, illustrative photographs and installation and periodic maintenance data, clear evidence of correct installation of the surge protection device (SPD). Simes may request the return of the Product, intact and unaltered, for appropriate technical checks. Color differences and light decay within LM80/TM21 tolerances do not constitute defects.

# SIMES

## **9. Limitation of liability**

Simes shall not be liable for direct or indirect damages, operating losses, plant downtime, loss of earnings or any other economic consequences resulting from Product defects. This warranty replaces any other express or implied warranty and does not affect the mandatory rights recognized by applicable law in commercial relations between companies.

## **10. Update of warranty conditions**

Simes reserves the right to update, modify or supplement these warranty conditions at any time. The updated versions will only be valid for Products invoiced after the published revision date..

## **11. Jurisdiction and applicable law**

This warranty is governed by Italian law. Any dispute relating to the interpretation, validity or enforcement of this warranty shall be settled exclusively by the Court of Brescia (Italy).

Ref. Rev. 01/2026

Effective date: from 01 January 2026