

## 5-Year Product Warranty

Marset Iluminación SA ("Marset") guarantees that the products manufactured by the brand are free from defects in manufacturing and/or materials, provided they are used in accordance with their intended purpose or application.

Marset guarantees, under the terms outlined below, that the product will remain free from defects during the agreed warranty period of 5 years if used and maintained properly. If any defect arises due to defective materials or workmanship during this 5-year period, Marset may, at its discretion, repair or replace the product at its own cost with the same model or a comparable successor product.

### Warranty Period

Marset is committed to honoring these conditions as long as the product is within the Warranty period:

- The duration of this Warranty is for a period of FIVE YEARS.
- The warranty period begins on the date the sales invoice is issued by Marset.
- This period is based on a maximum operation of 4,400 hours/year. Repair or replacement of parts does not extend the warranty.

The following **warranty conditions** apply to all supplied products:

1. The warranty is only applicable if the products have been installed, assembled, and maintained by qualified technical personnel and in accordance with the relevant technical specifications mentioned on the products and the intended use of the products (as stated in technical specification sheets, installation manuals, and/or product labels) provided at the time of purchase or delivery of the products and any applicable (local) legislation.
2. The Customer has paid for the Product in accordance with the payment terms agreed upon in the sales conditions.
3. The supply voltage must always remain within the voltage range specified on the product.
4. The supplied Products must be installed in a suitable environment in terms of temperature (35°C to -20°C for outdoor products and 25°C to 5°C for indoor products), ambient humidity not exceeding 60%, and sufficient ventilation. They must not be exposed to chemical contaminants, external agents like lime or other harmful or obstructive products, or corrosive, acidic, greasy, and/or gaseous environments, unless otherwise specified in the technical data.

5. The warranty applies after the initial installation of the products and is not applicable in case of subsequent (re)installations of the product.
6. No changes or repairs have been made to the products (except with prior written authorization from Marset).
7. The product must not be exposed to mechanical loads incompatible with its intended purpose or stresses caused by vibrations from installation on ships and industrial or special environments.
8. For products intended for outdoor use, the warranty is only valid if:
  - The products have been turned on for a minimum of one hour per day.
  - The products are turned on no earlier than 30 minutes after sunset and turned off after sunrise.
  - The products have been properly cleaned with clean water and a non-abrasive cloth (at least) once per quarter. Depending on the location of installation/use and specific weather conditions, the products may need to be cleaned more frequently.
  - The coating ensures high quality in terms of corrosion, abrasion, and peeling resistance. These products are covered under this warranty provided any defects affecting their structural/mechanical/electrical safety are caused by a manufacturing defect.
  - They have not been installed and/or used in saunas, steam rooms, or similar locations.
9. The 5-year warranty only applies if LED products are installed with the corresponding power supplies purchased from Marset. The Customer must use the LED fixtures and corresponding power supplies provided by Marset to ensure proper functioning of the product.
10. Every product includes a code with the date of manufacture. In the event that this code has been removed, the product will lose any option to the guarantee.
11. Once the product has been received and checked, if it is found not to be defective in accordance with the terms of the guarantee, the company will charge a minimum amount of 49€ corresponding to the costs of checking and handling.

## **Exclusions from this Warranty**

1. Labor costs for dismantling and reinstalling the product, troubleshooting the product, and/or replacing the transformer, driver, controller, or any product

component (unless Marset provides written confirmation that labor costs will be covered before the work is carried out) are not covered under this warranty.

2. All incidental costs incurred as a result of repairing the defect (such as mounting and dismantling costs, transport of the defective product, and the repaired/new product, disposal, travel or subsistence costs, lifting devices, and scaffolding) will be borne by the Customer.
3. Wear and tear parts, such as lamps (excluding LEDs), and mechanical parts subject to wear, as well as software defects or viruses. Batteries are explicitly excluded from the 5-year warranty and will only be covered by a 1-year warranty.
4. The 5-year warranty does not cover any changes in color temperature during the lifespan of the light source.
5. Faults or defects resulting from misuse, incorrect, or illegal installation.
6. Defects caused by power supply fluctuations.
7. Failures caused by force majeure events such as floods, fire, acts of war, vandalism, etc. Damage caused by fire, flood, wind, lightning, earthquakes, weather, or other acts of nature are not covered.
8. Deterioration in the surface appearance caused by improper cleaning products.
9. Any product whose initial luminous flux is within a  $\pm 10\%$  range of the nominal flux.
10. Any product with a luminous flux depreciation of less than 0.6% per 1,000 hours.
11. Minor deviations from the specified quality that do not affect the value or functionality of the product.
12. This warranty does not cover scratches on the product during customer use or normal wear and tear; it also does not cover damage caused by improper handling by the installer during installation.
13. Small imperfections inherent to the manufacturing process (e.g., blown glass, products manufactured using rotational molding technology, or pressed wood) are part of the product's nature and are not covered under this warranty.
14. The natural aging of plastic parts such as polycarbonate, ABS, polyethylene, propylene and PMMA, and the finish or appearance of products due to natural exposure (yellowing or discoloration).
15. Defects in outdoor products that do not affect their structural or mechanical safety and are not attributable to manufacturing defects.



16. Products installed less than 10 miles from the coast are subject to extreme corrosive conditions, even with proper maintenance. Products installed in such environments will typically deteriorate more rapidly than products installed in less severe environments. Certain corrosion and/or deterioration is considered “normal wear” in these conditions. Therefore, claims related to finish or corrosion issues due to coastal environmental conditions are not covered under this warranty.

This Warranty is the only warranty provided by Marset to the Customer for the Product, expressly excluding any other warranty rights, whether explicit and/or implied, granted by law to the Customer, who waives them to the fullest extent permitted by law, as well as any other warranties provided by Marset, without prejudice to the application of mandatory product warranty laws.

The Customer may not claim anything from Marset concerning defective products. Specifically, Marset will not be liable for any costs associated with defective/deficient products, nor any other charges or indemnification for damages. Similarly, the Customer will not have the right to request or claim payment delays, price reductions, or the termination of the supply contract.

Marset reserves the right to modify this Warranty at any time it deems appropriate. Any modifications to the warranty will apply to Products invoiced on or after the effective date of the modification.

The conditions outlined here must be interpreted and governed by Spanish law. Any disputes concerning these conditions and, in any case, any disputes regarding the interpretation and/or execution of these conditions will be submitted to the jurisdiction of the competent Spanish authorities and the courts of Barcelona.

Effective Date: 01/01/2025