Pulsar Engineering srl Limited Warranty Certificate

thinknx

Covered Products: Thinknx Micro, Compact, Rack, Envision, Audiofy in all various versions

The product you have purchased was tried and tested by the manufacturer. If, however, despite the taken measure, you experience any defect on the purchased product caused by faulty material or manufacturing defect within the warranty period, please contact the installation company that carried out the installation or the vendor. If you have purchased this product directly from manufacturer, please contact the manufacturer.

Warranty claim procedure when purchased from a vendor or installation company

1. Warranty repairs are performed by the vendor or installation company which the end customer contacts regarding the claim.

2. Address of a service center is the address of a vendor or installation company.

3. Prior to warranty repairs the vendor or the installation company are obliged to issue a warranty claim form for the manufacturer which will include the fault description, description of possible causes, photos of the faulty part of the product (if possible) and a list of faulty part/s of the product and to send it with warranty certificate copy to the manufacturer's address together.

4. The manufacturer will either approve or reject the repairs. In case of approval he will provide spare/replacement parts.

5. If, after the manufacturer has provided his approval for warranty claims the vendor or the installation company perform the repairs, they will issue a service report with a copy for the manufacturer which will include a description of the repair procedure, a list of used spare/replacement parts and repair costs, stamp and a signature of the end customer and photo documentation.

6. The vendor or the installation company will send this copy without any unnecessary delay to the manufacturer.

7. The manufacturer does not cover the transportation costs of parts intended for warranty repairs from end customer to vendor or installation company. The manufacturer will cover the transportation costs of parts intended for warranty repairs from vendor or installation company to the manufacturer and back in case of foreign trade

Warranty claim procedure when purchased from manufacturer

1. Warranty repairs are performed by the manufacturer, who has to be contacted by the end customer regarding the claim.

 $\ensuremath{\text{2.}}$ Address of a service center is the address of the manufacturer's headquarters.

3. The end customer is, prior to warranty repairs, obliged to issue a claim report for the manufacturer which will include the fault description, description of possible causes, photos of the faulty part of the product (if possible) and a list of faulty part/s of the product and to send them to the manufacturer's address.

4. The manufacturer will either approve or reject the repairs. In case of approval, he will provide spare/replacement parts.

5. The manufacturer does not cover the transportation costs of parts intended for warranty repairs from end customer to the borders of Italy and back in case of foreign sale. The manufacturer will cover the transportation costs of parts intended for warranty repairs from the border of Italy to the manufacturer and back.

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Warranty and claim conditions

1. The warranty period is 2 years

2. The warranty period initiates from the date of sale or installation to end customer, however, this applies providing that the installation or sale to end customer took place within 60 days from the sale of the product from the manufacturer to a vendor or installation company. However, if the above mentioned is not carried out within 60 days, then the warranty period initiates from the first day after the 60 day period from the sale of the product from the manufacturer to a vendor or installation company.

3. For warranty repair it is necessary to provide purchase receipt as well as a filled-in warranty certificate.

4. All faulty parts and/or functions, resulting despite user's normal use, will be repaired and/or replaced at no charge during the warranty period. However, if any of the malfunctions are caused by user carelessness, inadequate maintenance, or natural disaster, manufacturer will provide repair and/or replacement services for a fee regardless of warranty period.

5. This warranty applies solely to faults that originate from the manufacturing process. Those defects which do not have an impact on the performance of the product are not a subject to claim.

6. In case of an unjustified claim associated with a call of a service technician, all costs associated with this claim are covered by the customer.

This warranty does not apply to any failure of product due to alterations, modifications, misuse, abuse, neglect, accident, improper maintenance or installation, use of parts not supplied by manufacturer, failure to operate and use the product in accordance with the instructions provided in the User's Manual supplied with the product or failure to otherwise meet manufacturer's specifications, or if the serial number has been removed, altered or defaced.

7. In the event the product does not prove suitable for customer application, it can be returned for an exchange or refund. To claim, the product must be returned in good condition within 14 days. Before returning a product, please contact and provide manufacturer a serial number.

8. Manufacturer does not warrant that the software and the product with which it was supplied are completely error free or that will function correctly in all operating environments. It is essential that the users verify that the software and product are functioning to its requirements before relying caused on them or the data that they generate. It is the customer's responsibility to ensure that the product is suitable for the customer's application.

9. Manufacturer shall not be liable for any loss, damages, or penalty resulting from failure to perform any of its obligations under this Agreement due to force majeure or any cause beyond its reasonable control.

MANUFACTURER'S LIABILITY UNDER OR FOR BREACH OF THIS AGREE-MENT SHALL NOT EXCEED THE REFUND OF THE PURCHASE PRICE LESS REASONABLE RENTAL FOR PAST USE. IN NO EVENT SHALL MANUFAC-TURER BE LIABLE FOR COSTS OF PROCUREMENT OF SUBSTITUTE GOODS BY THE PURCHASER OR FOR UNAUTHORIZED REPAIRS UNDERTAKEN BY THE PURCHASER WITHOUT MANUFACTURER'S PREVIOUS WRITTEN APPROVAL. IN NO EVENT SHALL MANUFACTURER'S PREVIOUS WRITTEN CAUSED, WHETHER FOR BREACH OF WARRANTY, NEGLIGENCE, OR OTHERWISE. MANUFACTURER DISCLAIMS ANY OBLIGATION OR LIABILI-TY FOR LOSS OF USE OF THE PRODUCT WARRANTED, LOSS OF TIME, INCONVENIENCE, RENTAL OR SUBSTITUTE PRODUCTS, LOSS OF BUSINESS, LOSS OF INCOME, COMMERCIAL LOSS OR ANY OTHER DIRECT, CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES.