

## Warranty

### Security Lucernario aerante for lightwells

#### INOX series

Thank you for purchasing *Lucernario aerante INOX*.

We are proud of the quality of our products and trust that, among our many customers, very few will need to refer to this Warranty. Should any end user experience any problem on a *Lucernario aerante INOX*, this Warranty will provide them with all the clarifications.

However, in addition to this Warranty, any end user has the rights described in the civil code and Legislative Decree No. 206 of 6 September 2005 (the so-called "Consumer Code").

#### 1. Warranty Application

Bottega del ferro, in the person of Pierfilippo Bianchetti, (hereinafter "Bottega del ferro") grants the end user the following Warranty covering the following products:

Product	Warranty period
Lucernario aerante INOX models: XS, S, M, L, MX-3B, MX-4B, MX-A	7 years, extendable to 14 years by registration on <a href="http://inox.lucernarioaerante.it/en">inox.lucernarioaerante.it/en</a>

This document is valid from 16/02/2021.

Should the end user be entitled to benefit from this Warranty, without prejudice to the additional rights available, Bottega del ferro has the right to decide, at its sole discretion, whether to:

- 1) repair the defective *Lucernario aerante INOX* product at a retailer or end user,
- 2) replace the product free of charge at a retailer or end user,
- 3) provide the end user with a refund for the original price of the *Lucernario aerante INOX*,
- 4) take any other further action with reference to the *Lucernario aerante INOX* being claimed.

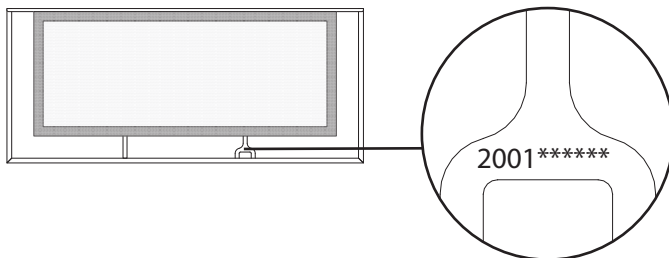
#### 2. Duration of the Warranty

The Warranty, having validity as shown in point 5 below, starts from when the *Lucernario aerante INOX* was sold to the first end user<sup>3</sup>. It lasts 7 years unless the warranty extension was obtained from Bottega del ferro following the registration of the product on the online portal [inox.lucernarioaerante.it](http://inox.lucernarioaerante.it), extending it to 14 years.

Bear in mind, in case of no evidence or proof of the exact date the product was purchased by the first end user from a retailer, the applicable Warranty period goes from the first day of the month and year the product was manufactured, determined by the product serial number, as shown in the figure:

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Example: 2001 etc. = Year 2020, month 01: Warranty start January 1st, 2020



### 3. Defects covered under this Warranty

This Warranty covers defects resulting from the manufacture of the product, the materials used in its production and assembly.

To that extent, this Warranty covers the following defects:

- Spontaneous pane breaking due to nickel sulphide;
- Spontaneous pane breaking caused by thermal shock.
- Water infiltrations from the pane due to poor or inadequate sealing.

### 4. Conditions

Complaints under this Warranty **are not** accepted should a defect result directly or indirectly from:

- Incorrect installation of the product (including but not limited to the installation carried out in violation of the instructions for installers of the *Lucernario aerante INOX*), or in any case, not carried out in a workmanlike manner;
- Installation of a product outside the recommended installation areas;
- Any operation contrary to standard, or improper use;
- Damage caused by wear;
- Use of non-original spare parts or accessories;
- Handling;
- Any form of improper handling;
- Product modifications;
- Factors other than manufacturing defects of the product or materials manufacturing.

In addition, this Warranty does not apply to defects that result directly or indirectly from negligence in the maintenance of the product as described in the Instructions for installers and in the User's Manual. These instructions and user guides are obtainable from Bottega del ferro or downloadable from the website [inox.lucernarioaerante.it](http://inox.lucernarioaerante.it).

To that extent, this Warranty does not cover the following defects:

- Any discolouration of non-visible parts deriving from the normal use of the products;
- Color variations and discolorations of metal parts or glass, regardless of whether they are due to sun/condensation/acid rain/salt water or other events that have corrosive effects or alter the materials, such as (for instance) aggressive cleaning products;
- Any other aesthetic factor such as, for example, scratches, matting of the metal surface, or alteration in the glass sealant;
- Inevitable and/or foreseeable deterioration of product efficiency, including functional and technical qualities, as well as tolerable inefficiencies;
- Variations the materials used are naturally subject to;
- Malfunction, limited or reduced functionality or water infiltration resulting from ice formation or snow buildup, twigs, leaves etc.;

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- Any damage to the product or underground environments caused by flooding, due to obstruction or inefficiency of the drains, occurred as a consequence of negligence in maintenance or installation carried out in violation of the instructions for installers or otherwise of installation not carried out in a workmanlike manner;
- Any damage to the product or underground environments caused by flooding, due to obstruction or inefficiency of drains, occurred as a consequence of adverse atmospheric phenomena, which exceed the performance of the product itself;
- Imperfections, including variations in colors, shadows or marks etc. in the glass, which were present when the product was delivered or arose during the warranty period and do not significantly affect the visual;
- Pitting, stains or other phenomena to which stainless steel can be subject to by nature.
- Damage as a result of an accident, including (without limitation) accidentally breaking the pane, chipping or cracking;
- Problems due to water penetration such as (for instance) the flow of water under the floor or along the walls surrounding the product, or in any case not resulting from an original defect of the product;
- Faulty construction or design of the building;
- Movements of structures nearby or similar events;
- Alterations or modifications of the *Lucernario aerante INOX* covered by this Warranty;
- Addition of unapproved components;
- Extreme weather conditions, lightning or intense hail;
- Installations in areas characterized by high humidity, without adequate ventilation or humidity control;
- Product subject to conditions exceeding its structural limits;
- exposure after delivery to processes such as sanding, sandblasting, engraving, beating or any other surface treatments;
- Glass corrosion as a consequence of stagnant water and debris on the pane;
- Condensation on the glass and any damage caused by water, which may occur as a natural consequence in case of high levels of humidity inside or outside a building or a variation between the internal and external temperature;
- Any other condition similar to the ones listed above, regardless of whether it is a defect.

Bottega del ferro may not be held responsible for product liability, nor any liability for losses caused directly or indirectly by accidents beyond its control, by way of example and not limited to, union disputes, fires, wars, acts of terrorism, import restrictions, political riots, natural events, vandalism and any case of force majeure.

Bottega del ferro will not be responsible for any damage to people or property, including the *Lucernario aerante INOX* covered by this Warranty, caused by an unauthorized attempt to repair or replace the *Lucernario aerante INOX*.

Bottega del ferro may, at its discretion, refuse to provide some or all of the remedies provided by this Warranty if unauthorized attempts are made to repair or replace the product *Lucernario aerante INOX* covered by this Warranty and may result in further damage. We advise you not to attempt to repair or replace the product *Lucernario aerante INOX* without prior authorization from Bottega del ferro, without which any complaint on defects caused as a result of this operation will be automatically rejected. The end user is responsible for mitigating and controlling the damage deriving from water or any other damage that the product *Lucernario aerante INOX* covered by this Warranty may cause.

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### 5. Written complaint

In order to make a claim under this Warranty, the end user is required to send written notice within the term of the Guarantee Period<sup>2</sup> and, in any case, within two months from the day the end user found out (or should have reasonably found out) the defect the complaint is made for.

Written communication must be sent to Bottega del ferro to the address below.

### 6. Additional Conditions

If, at the time of repair or replacement, the *Lucernario aerante INOX* is no longer in production or no longer produced in the same version (shape, appearance, finish, etc.) Bottega del ferro is authorized to repair or replace it with a similar *Lucernario aerante INOX* product.

Furthermore, as a condition of this Warranty, Bottega del ferro has the right to request that the defective product be returned (expenses borne by the end user) to the Bottega del ferro headquarters, a retailer or the end user, as established by Bottega del ferro.

### 7. Product Warranty repaired or replaced *Lucernario aerante INOX*

Without prejudice to the various and additional rights of the end user under the Italian law, should Bottega del ferro repair or replace a *Lucernario aerante INOX* under this Warranty, the warranty period will remain unchanged.

Therefore, to the repaired or replaced product will not be applied a new warranty term, but the residual duration of the Warranty from the first supply.

### 8. Dismantling and reinstallation

This Warranty does not include the costs and expenses of dismantling and reinstalling a *Lucernario aerante INOX* product, as well as the costs related to any temporary coverings or other measures taken at the time of repair or replacement.

### 9. Inspections in case the Warranty does not apply

Bottega del ferro may ask for a compensation for the costs incurred for the inspections if the complaint made by the end user is not covered by this Warranty. In addition, the end user will bear the costs, including labor costs, for the verification of the product *Lucernario aerante INOX*, as well as any cost for the removal and reinstallation of the product *Lucernario aerante INOX*, or for the protection of the product *Lucernario aerante INOX* and well with temporary covers, etc.

### 10. Procedure to benefit from this Warranty

If the end user intends to make a complaint under this Warranty or, conversely, if any doubts regarding your product *Lucernario aerante INOX* arise or its installation, please contact Bottega del ferro Customer Service directly at the address indicated below. Bottega del ferro will provide the best possible response and service.

Qualified staff from the Customer Service are available to provide support on any problem that may be solved remotely, needing no home inspection or anywhere else.

### 11. Dispute resolution

Any dispute arising in the application of this Warranty will be referred to the exclusive jurisdiction of the Court of Brescia.

These conditions of sale are written in Italian. Should this text be translated into one or more languages, only the Italian text shall be binding in the event of a dispute.

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Further clarifications

Note 1:

"End user" means the natural or legal person who owns the product *Lucernario aerante INOX* and has made the purchase with no purpose of resale or installation as part of a business.

Note 2:

The Warranty period begins on the date the *Lucernario aerante INOX* product is purchased from a *Lucernario aerante INOX* retailer and, upon request by Bottega del ferro, the purchase must be proven with the original invoice or receipt. If the purchase cannot be proven, the Warranty period begins on the manufacturing date indicated in each *Lucernario aerante INOX* product and determined by the product serial number.

Note 3:

"First end user" means the end user (see note 1), who first purchased the product manufactured by Bottega del ferro, be it from a retailer or another natural or legal person who resells or installs such products as part of their business.

To receive assistance, always indicate the product serial number of the *Lucernario aerante INOX* as shown inside the accessible wire way. Please contact:

*Customer service:*

Tel: +39 0302731985

Fax: +39 0302130930

WhatsApp: +39 393 2005060

E-mail: assistenza@bottegadelferro.net

**Lucernario aerante**<sup>®</sup> INOX  
For lightwells

WARRANTY PROGRAM



\*Prove your purchase by registering your product on [inox.lucernarioaerante.it](http://inox.lucernarioaerante.it) and obtain the Gold Warranty lasting 14 years.

Thank you for purchasing *Lucernario aerante INOX*.

The product and the brand *Lucernario aerante*® are the property of Bottega del Ferro.  
Bottega del Ferro reserves the right to change the characteristics of the products shown without notice.  
This document and all other documents related to the *Lucernario aerante INOX* products can be found on the website [inox.lucernarioaerante.it](http://inox.lucernarioaerante.it).



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