

## Irradiance Sensors 'Si-V-xx' / 'Si-mV-xx' / 'Si-I--xx' / 'Si-rS485TC-xx'

### Warranty

#### 1. Premise

- 1.1. The irradiance sensors of the series 'Si-xx' (see models in the table below), provided by i-EM S.r.l., are products of quality, defect-free and comply with the specifications given in the accompanying technical documentation provided by i-EM.

Sensor code/label
Si-V-1.5TC-batt
Si-V-1.5TC
Si-V-1.5TC-T
Si-mV-85
Si-mV-85-Pt100(-4L)
Si-mV-85-Pt1000(-4L)
Si-V-10TC
Si-V-10TC-T
Si-I-420TC
Si-I-420TC-T
Si-CAnopenTC-T
Si-rS485TC-T
Si-rS485TC-2T
Si-rS485TC-T-Tm
Si-rS485TC-2T-v

#### 2. Object

- 2.1. The warranty is valid for one year from the date of delivery and includes any failure caused by defective parts and deterioration of the technical characteristics of the sensor, which occurred for reasons attributable to manufacturing defects, except as provided in paragraph 4 below.
- 2.2. In terms of warranty i-EM may, at its option, replace or repair the defective parts, or replace the entire sensor with another model having similar features and functionality.

#### 3. Mode

- 3.1. The customer must report the fault to i-EM within eight days from its discovery and within the warranty period, otherwise the warranty would decay.

- 3.2. Once received from i-EM the authorization to return the product, the customer must send it via carriage paid shipping, together with the necessary documentation that describes the failure encountered.
- 3.3. Once i-EM has verified the conditions of validity and effectiveness of the warranty, it will repair or replace the defective product at its option.
- 3.4. In any case the goods are shipped at the customer's own risk and therefore no responsibility is assumed by i-EM for damage to or loss of goods in transit.
- 3.5. The customer irrevocably authorizes i-EM to destroy the material replaced or which is not covered by warranty, unless otherwise agreed at the time of the request for intervention.

#### **4. Exclusions**

- 4.1. Are expressly excluded from the warranty those failures caused by:
  - incorrect supply voltage
  - natural wearing
  - negligence, incompetence or imprudence in the use of the sensor by the customer or his assigns
  - improper or inadequate storage or maintenance of the sensor
  - tampering, modification or repairs by anyone not authorized by i-EM
  - commitments other than those for which the sensor is intended, as indicated by i-EM
  - exceeding the limits of normal use of the sensor, as specified in the technical documentation provided by i-EM
  - electro-static discharges
  - connection with electrical equipment or devices not compatible with the sensor, according to the characteristics specified in the technical documentation provided by i-EM
- 4.2. The warranty is also excluded if the defect has been accepted by the customer or is due to compliance of the sensor to mandatory or binding measures of public authorities.

#### **5. Claims**

- 5.1. The customer is obligated to inspect the goods immediately after delivery and, if deemed defective or not in accordance with the order, he shall communicate its claim to i-EM within five working days after delivery, to enable i-EM to assess the merits.
- 5.2. In case i-EM considers the claim well founded, the customer can opt for one of the following solutions:
  - a. Return of the goods and replacement at no additional cost
  - b. Return of the goods and refund of the price paid
  - c. Application of a discount or partial refund
- 5.3. In cases where it is conceivable that the defect (or non-compliance) is due to damage occurred during transport by a third carrier, i-EM reserves the right to verify the liability of it, even on the evidence that the client may provide (e.g. packaging intact or damaged). Where the liability is reasonably attributable to the third carrier (e.g. if the customer can not prove that the original packaging was intact at the time of receipt), i-EM will reject the claim and, in this case, the customer shall consider to claim against the third carrier.
- 5.4. Any claims received after the deadline specified in point 5.1 will be treated by applying the warranty for failures under the conditions described in paragraphs 2, 3 and 4.
- 5.5. No claim will be asserted in court, even by way of exception or reconventioning, if not preceded by the integral payment of the goods which the complaint relates.

## **6. Interventions**

- 6.1. Each technical intervention shall only be performed at i-EM laboratories
- 6.2. Any intervention at the customer's premises must be agreed with i-EM, which will be refunded the cost of the mission, including accommodation, meals and miscellaneous expenses.

## **7. Disclaimer**

- 7.1. It is expressly excluded any liability of i-EM for any damage that may directly or indirectly occur to persons or property as a result of incorrect use, installation and / or maintenance of the sensor, as well as delays in the repair or replacement of faulty sensors.
- 7.2. In any case, and subject to the exclusions provided for by law or by the existence of other warranties, the amount that i-EM could be required to pay to the customer, as compensation for the damages caused by the faulty sensor, will not exceed the price paid by the client for the sensor itself.

## **8. Disputes**

- 8.1. In case of dispute about the interpretation, validity and performance of this warranty, exclusive jurisdiction is Livorno, even in derogation of any other possible alternative forum established by law.

## **9. Miscellaneous**

- 9.1. All communications between the client and i-EM shall be made by registered letter, confirmed in advance by fax or telegram.
- 9.2. Any variation of these warranty conditions must be agreed and accepted in writing, excluding any other form.

## **10. Technical Support**

- 10.1. A technical support service is available by phone at the number below (from Monday to Friday, from 09:00 to 13:00) and by e-mail at [support@i-em.eu](mailto:support@i-em.eu)

Livorno, November 01<sup>th</sup> 2017

i-EM S.r.l. Legal Representative

Emilio Simeone