



The warranty terms for products manufactured by Luxor Spa are based on Directive 1999/44/EC, on Legislative Decree no. 206 (Consumer Code) and on the rules of good practice for the installation of products.

Defective product

1. A product is defective when it does not offer the safety that can legitimately be expected considering all circumstances, among which:
 - a) the way in which the product was placed on the market, its introduction, its evident characteristics, the instructions and warnings provided;
 - b) the use for which the product can reasonably be intended and the behaviours that, in relation to it, can reasonably be expected;
 - c) the time when the product was made available on the market.
2. A product cannot be considered defective for the sole fact that a more improved product has been placed on the market at any time.
3. A product is defective if it does not offer the safety normally provided by other models of the same series.

Proof

1. The claimant must prove the defect, the damage, and the causal relationship between the defect and the damage.
2. The claimant must not carry out or order destructive proof on the product which is object of the claim.
3. The claimant must always keep, and make available upon request, the object of the dispute, in the absence of this every right to remedy lapses.

Product placing on the market

1. The product is placed on the market when it is delivered to the buyer, to the user or to an auxiliary staff member, also when delivered on approval or for testing.

Limitations

1. The right to damages has a three-year limitations period starting from the day the claimant had become aware or should have become aware of the damage, defect, or of the identity of the person responsible.
2. In the case of aggravated damages, the limitations period does not begin before the day in which the claimant had become aware or should have become aware of a damage of a sufficient gravity to justify taking legal action.
3. In the case only of defect, without consequential damage, the law provides for the warranty to last 24 months, Luxor extends the warranty for a further 36 months for a total of 60 months from the delivery of the good (the date of the Luxor invoice will be valid), but the customer must notify the retailer of the compliance defect within two months from which it is discovered, this period is to be added to the warranty bringing it to 62 months, under penalty of loss of right to remedy. The Luxor warranty begins on date that the product is sold by Luxor.

Exclusion of liability

1. Liability is excluded:
 - a) if the manufacturer has not placed the product on the market;
 - b) if the distributor has not detected the defect before the product has been placed on the market;
 - c) if the technician for installation has not detected the defect before the product has been placed on the market;
 - d) if the pressure test of the system has not been carried out and certified;
 - e) if the installation is not carried out by a professional;
 - f) if the installation has not been carried out properly following the proper instructions or warnings (the installation instructions and correct maintenance are available on the company website);
 - g) if the defect that has caused the damage did not exist when the manufacturer placed the product on the market;
 - h) if the state of scientific and technical knowledge, at the time in which the producer placed the product on the market, did not yet make it possible to consider the product defective;
 - i) in the case of a manufacturer or supplier of a component part or raw material, if the defect is entirely due to the concept of the product in which the part or raw material was incorporated or its compliance to the instructions given by the manufacturer that used it.

Resolutions

1. In the case only of defect, without consequential damage, the resolution is defined ad hoc on the basis of the fiscal and administrative indications in force.
2. In the case of damages, the compensation takes place exclusively through the Insurance Company.
3. In the case of damages, the compensation shall not be deducted from open invoices or other means of deduction, this option will be permitted only following agreements between the parties.

Luxor S.p.A.