

TERMS AND CONDITIONS OF THE MANUFACTURER WARRANTY FOR END USER

1. Warranty terms

SMART TECHNOLOGIES di C. Vassallo, hereinafter referred to as "SMART" or "producer", guarantees towards the customer-end user the products: Tanning Devices for a period of 12 months. SMART TECHNOLOGIES di C. Vassallo is obliged, therefore, as requested by the user-end customer, to remove the product malfunctions throughout the warranty period, using ON CENTER technical assistance at the customer.

Standard Warranty Table		
Product	Standard Warranty	How
Tanning Devices	12 months	On Center

“Malfunction of the product” means a defect that has manifested itself in spite of technical specifications, precautions for installation/maintenance and normal conditions of use laid down in the manual of use and maintenance, also for what concerns the maximum working hours indicated (300 hours work as indicated in the on-board computer) having been complied.

The manufacturer's warranty is effective from the date of delivery resulting from the transport document and it ends the 365th day following that date.

This warranty also loses its effectiveness at a later date to 365th day of delivery of the product or if it is exceeded, within the guarantee period, the maximum number of hours planned for the product.

2. Warranty General Conditions.

2.1. This manufacturer warranty is designed to the customer-end user and applies to the product provided that it has been purchased by the customer for its own use and not for resale or lease to third parties.

2.2. Requests of different nature and content are excluded from the warranties, for example:

- Any type of damage
- Voluntary or caused by negligence damages.

2.3. SMART guarantees that his product is free of manufacturing defects, provided that they have been fully complied with the technical specifications of the product, the precautions for installation/maintenance and the terms of use.

2.4. This warranty does not apply to parts subject to wear and tear, consumables and related replacement items or to any use not contemplated in the range as defined by the specifications on the user manual. In particular, the warranty does not apply on : emitters, irradiated plastic parts.

2.5. SMART will provide to repair or replace any part that does not meet the specifications of the product itself, on the basis of the conditions of this manufacturer's guarantee, directly or through an authorized representative. The substitution will happen with new or used parts that are equivalent to new parts, in terms of features and performance. At the discretion of SMART, as an alternative to repair, the product will be replaced with an equivalent or superior performance characteristics. The replaced part or Product will become the property of SMART.

2.6. A repair or replacement under warranty does not stop nor extend the warranty period.

2.7. Material and labour costs related to the warranty, will be supported by SMART. In case of On Center intervention, the technical transfer cost will be supported by customer-end user. Each technical intervention will be carried out by an authorized partner of SMART or by itself.

The end user is responsible for the availability of the product at the time of surgery.

It is an indispensable condition for having access to warranty, to provide the Product's serial number in all communications directed to SMART. Requests for assistance made without providing the serial number will not be accepted or processed.

3. Exclusions from the Warranty

3.1 This manufacturer's guarantee does not operate in case of faults and/or problems resulting from:

- incorrect configuration (equipment, options, software)
- improper installation as different from the product installation precautions
- improper installation of accessories on the product
- not correct product software updates
- inappropriate maintenance and/or different from maintenance precautions
- transportation or handling of the product
- repairs and modifications made by unauthorized third parties from SMART
- product operation environmental specifications ineligible for normal operation (e.g. humid or poorly ventilated spaces, environments subject to high temperature, etc.)
- installation and support with software applications, networking software and software drivers that do not fall within the terms of this warranty
- firmware updates that cause damage to the product or associated devices
- problems resulting from excessive wear of consumable and consumable parts
- technical and quality problems resulting from the use of materials and/or accessories and/or spare parts which are not original and SMART.

3.2 This manufacturer's Warranty does not work for:

- damages caused by carelessness and/or misuse of the product than as expressly indicated in the user manual
- malfunctions and defects that have been caused to the product by the use of any non-original consumable SMART or the use of any link or other options, accessories or third-party products that are not approved by SMART

4. Guarantee Registration

- 4.1. Standard warranty provided by SMART lasts 12 months (365 days).
- 4.2. In order to make possible the technical intervention by a partner of SMART TECHNOLOGIES, the customer must register your warranty. For any information concerning the registration of warranty customers may contact the number of Smart Technologies to +39 010 7261903.
- 4.3. Registration must take place at www.solariumsmart.it after registering an account.
- 4.4. The customer shall provide evidence that shows that can take advantage of the warranty, or the transport document. SMART reserves the right to refuse warranty service if the information provided at the time of registration were not complete and/or accurate.
- 4.5. the personal data will be collected, processed and used solely for the purpose of registration and will be strictly protected by SMART employees and strictly in accordance with the regulations in force about data protection

5. Legal forum

Any disputes arising in connection with the validity, interpretation, execution or termination of these terms of guarantee will be the exclusive jurisdiction of the Courts of Genoa (ITALY).

6. Force Majeure Causes

SMART shall not be liable for any breach of its obligations resulting from the warranty conditions for reasons of force majeure.

7. Information and access to the service

For any information and to access the service, for the purposes of the warranty, you may contact the SMART Service Desk at +39-010- 7261903

References and contact information for the Service Desk can be found on the SMART web site link:

<http://www.solariumsmart.it>