

“Galicus” S.R.L.
c/f 1010600032829
TVA 0607601
COD IBAN: MD18
ML000000002251549163
c/b MOLDMD2X349
BC ” MOLDINDCONBANK” S.A.,



mun. Chișinău, str. Costin
Miron 1/3, ap.19
Tel: 069 777 313
e-mail:
galicus2010@gmail.com

**Către Primăria com. Grătiești,
mun. Chișinău**

Prin prezenta, Compania „Galicu” S.R.L. aferent procedurii de licitație din 08.07.2019, implementarea măsurilor de eficiență energetică prin reabilitarea sistemului de iluminat public stradal în com. Grătiești, mun. Chișinău oferă garanție pentru lucrările de construcție și montaj și vicii ascunse a construcției pentru o perioadă de 2 ani.

Pentru corpurile de iluminat (inclusiv componentele acestuia) oferim o garanție de 5 ani (conform Certificatului de garanție al producătorului Anexa.1) în caz de respectare a condițiilor prevăzute în caietul de sarcini, și regulilor de exploatare a corpurilor de iluminat.

Anexa 1. Certificatul de garanție al producătorului Corpurilor de Iluminat;

**Cu respect,
Director SRL „Galicus”
Casap Iurie**

08.07.2019

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Anexa1 Certificatul de garanție al producătorului Corpurilor de Iluminat

VIZULO OUTDOOR PRODUCT WARRANTY

This document sets forth the warranty rules for LED outdoor lighting products (“**Products**”) manufactured by SIA VIZULO (LLC), registration number 40103590897 and sold by subsidiary companies of AS VIZULO GROUP (JSC), registration number 40103649330 – SIA VIZULO SOLUTIONS (LLC) or SIA VIZULO (LLC) (“**VIZULO**”). Unless otherwise stipulated in the purchase agreement, the warranty for Products is only applicable to the party purchasing the Products (“**Purchaser**”) directly from VIZULO or authorized VIZULO distributor or dealer. This is a standard warranty by default applicable to the Purchaser. On request a customized warranty can be agreed after evaluation of the specific application conditions. VIZULO warrants that Products, when delivered in new condition and in its original packaging, will be free of defects for a period stated below if rules set in this warranty have been respected.

1.WARRANTY PERIOD

The foregoing warranty shall be valid for the period mentioned below:

Product	Warranty (years)
VIZULO MINI MARTIN	<u>5 YEARS</u>

2.WARRANTY CONDITIONS

2.1. VIZULO warranty is valid only if Products are properly handled, stored, wired, transported, installed and used in accordance with the installation and operating instructions and the operating conditions of Products are in accordance with the environmental conditions provided in the specification, information on the Products, IEC standards, packaging or any document attached to the Product, and taking into account the specific tolerances on flux and system power, as mentioned in the Product’s technical specification.

2.2. The working environment and conditions of Products should qualify with the relevant technical specification where exact temperature and voltage range, IP class, IK class and electrical safety class is defined. The values of temperatures and voltages mentioned in Product’s technical specification must not be exceeded.

2.3. This warranty covers Product failures caused by material, design or production faults.

2.4. Purchase receipt for the Product has to be available for inspection by VIZULO.

2.5. If VIZULO determines to its satisfaction that this warranty applies to the Product, VIZULO will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price, subject to the terms and conditions set forth herein.

2.6. If VIZULO chooses to replace the Product and is not able to do so because it has been discontinued or is not available, VIZULO may replace it with a comparable product (that may make small deviations in designs and Product specification). VIZULO reserves the right to use new,

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reconditioned, refurbished, repaired or remanufactured products or parts in the repair or replacement of any Product covered by this warranty.

2.7. The Product shall be considered defective only if 10% or more percent of the Products from that particular cargo delivered are defective. A Product shall not be considered defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Product.

2.8. The determination of whether the Products are defective shall be made by VIZULO in its sole discretion with consideration given to the overall performance of the Products.

2.9. Products shall be purchased directly from VIZULO, an authorized VIZULO distributor or dealer.

2.10. Third party products sold by VIZULO are not covered under this warranty.

3. SPECIAL CONDITIONS

3.1. Warranty period starts on the date of VIZULO invoice, unless it is otherwise stipulated in the
Products purchase
agreement.

3.2. Power of the luminaries has to be measured 1-2 hours after the lights have been switched on.

3.3. VIZULO representative shall have access to the failed Products and reserves the right to have access to the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to evaluate the lighting system components and application.

3.4. The warranty is only valid if the minimum and maximum ambient temperature that is specified in the technical specification of the Product is respected.

3.5. The warranty for outdoor Products is only valid for maximum one switching per day.

3.6. This warranty does not apply and VIZULO will not change any components or will not repair the Products because of stains, scratches, grooves, coloration defects.

3.7. A new warranty period will not start in case of repair or replacement of the Product after approved claim.

3.8. The warranty period is based on a burning behavior of max 4000 hours/year and the warranty applies when the lumen depreciation is below 80% of the original lumen output installed.

3.9. Dimming and application of network control systems have no influence on the warranty period.

4. WARRANTY DOES NOT EXTEND WHEN:

4.1. The Product has been repaired, modified or transformed by any person or company other than VIZULO.

4.2. Defects or damages have occurred because of incorrect or inappropriate storage, installation or maintenance, including inappropriate external environmental factors or in case of abnormal use or use in violation of any applicable standard, code or instruction for use including but not limited to those contained in the latest safety, industry and electrical standards for the region.

4.3. Defects or damages have occurred because of incorrect supply voltage, including over-voltages and any other problems in the power supply system.

4.4. Defect or damage was caused by physical interference, vandalism, military operations, disturbances or unrest, terrorism, natural disasters, by a car crash or any other Acts of God.

4.5. Defect or damage was caused by any ancillary installations or accessories that are not supported or recommended by the VIZULO.

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- 4.6. The labels or serial numbers of the Product or any part thereof have been altered, obscured or otherwise not readable.
- 4.7. Defects have occurred as a result of normal depreciation of use.
- 4.8. Defect is caused by improper service of the Product performed by someone other than VIZULO or its authorized service provider.
- 4.9. The Purchaser or any unauthorized person has changed the driver settings of the Product.

5. WARRANTY CLAIMS

5.1. Warranty claims (using the warranty claim form available on www.vizulo.com and attaching the copy of VIZULO invoice and CMR) have to be reported to VIZULO within 30 days after discovery (unless otherwise specified in the purchase agreement) specifying at least the following information (additional info may be required on request): details about the failed Product; installation date and invoice date; detailed problem description; number and % of failures, date of failure; application, hours burned and switching cycles.

5.2. Warranty claims shall be addresses to:

5.2.1. If invoice is issued by SIA "VIZULO": SIA "VIZULO", "Laucu lejas", Iecava, Iecavas novads, Latvia, LV-3913.

5.2.2. If invoice is issued by SIA "VIZULO Solutions": SIA "VIZULO Solutions", "Laucu lejas", Iecava, Iecavas novads, Latvia, LV-3913.

6.SUMMARY

6.1. VIZULO warranty rules apply only to Products that have been used in accordance with the purpose of its use and installation and operating instructions.

6.2. The Purchaser has to collect and save all the documentation related to the Product and records of operating history (i.e. previously recognized defects, performed repair works). The Purchaser will have to show this documentation to VIZULO if necessary.

6.3. The costs of the Product demounting, remounting, labor-costs and transportation in order to receive and return items are responsibility of the Purchaser and are not covered under this warranty.

6.4. In the case of the Product failure, VIZULO quality department will analyze damaged Product samples and on its own insight might decide to repair defective Products or supply adequate Products as replacement or compensate Products to the Purchaser.

6.5. No agent, distributor or dealer is authorized to change, modify or extend the terms of this warranty on behalf of VIZULO.

6.6. In no event shall VIZULO be liable for special, incidental, consequential, indirect or compensatory damages, including, without limitation, damages resulting from loss of use, profits, business or goodwill even if VIZULO was advised of or was otherwise aware of the possibility of such damages.

6.7. VIZULO has all the rights to acquire the non-conforming or defective Products as soon as they have been replaced.

6.8. This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lift etc.), and special, incidental and consequential damages (such as loss of profits/revenues, damage to property or other miscellaneous costs not previously mentioned). This limited warranty only applies to lighting fixtures specified in article 1 ("WARRANTY PERIOD"). Smart street light controls/sensors and other accessories are not covered under this warranty.

6.9. VIZULO reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.

6.10. This warranty states VIZULO's entire liability and obligations towards Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products, whether or not such damages are based on any warranty not explicitly mentioned in these warranty rules, tort, contract or any other legal form, even if VIZULO has been advised or is aware of such defect.

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6.11. Purchaser shall not rely upon any other documentation or information regarding warranty terms of the Products except this VIZULO Product warranty.