

GENERAL CERTIFICATE OF WARRANTY

WARRANTY PERIOD

1. TACSE S.L. warrants that its Products are free from defects in material and workmanship, and meet the requirements according to the conditions foreseen by the specifications applicable to them for a period of **twenty-four (24) months** from the date of delivery to the first Buyer.
2. During this period, TACSE S.L. could repair or replace the Product with one of the same features, as long as, after an evaluation, and only under the criteria from TACSE S.L., this will be considered defective.

TERMS AND CONDITIONS

1. The Buyer must notify in writing any allegations of Product defects within the period of warranty.
2. The Buyer must pay the freight and shipment of the Product to TACSE S.L. facilities S.L. for verification of warranty, repair or replacement, as well as the expenses associated with its return.
3. The Buyer shall assume any risk of loss or damage to the Product returned while in transit.
4. Replacement Products will be warranted for the remainder of the warranty period of the original Product.
5. Replacement Products are equivalent in function, but not necessarily identical to the Products replaced.
6. The Buyer will be responsible for the elimination of the Defective Product and the installation of its replacement at no cost to TACSE S.L.

WARRANTY EXCLUSIONS

Generally, they are exempt from the warranty rights established herein, the damages and malfunctions of the Product that originate in:

1. Accidents or negligent, improper or inappropriate use.
2. Not following the instructions for installation, use and maintenance established in the applicable regulations, technical standards and safety rules, national or local range, which will be applicable at all times (Low Voltage Electrotechnical Regulation, Electromagnetic Compatibility, European standard EN-12368, etc.).
3. Defects or damage resulting from misuse (including operation outside the range of temperature and levels of nominal voltage specified on the label), improper storage, improper installation and any uses that are not related to applications for which the Product has been designed.
4. Rebuilt, repaired or modified Products by anyone other than TACSE S.L., without the prior express consent of TACSE S.L.
5. Damage caused by natural disasters or actions of third parties or any other force majeure outside the normal operation of equipment and control of TACSE S.L.
6. Products used in a “non-standard environment”, where this is understood as an environment that requires undocumented robustness in specifications such as, but not limited to, marine, space, military and / or nuclear environments.

7. Exposure to corrosive environments and aggressive gases of chemical origin.
8. Section and wiring length inadequate for the characteristics of the Product.
9. Products whose original identification labels have been manipulated or removed.
10. Products supplied at the request of the Buyer, which TACSE S.L. has indicated that they may not comply with applicable technical specifications, or experimental, developmental or non-qualified Products.
11. The gradual degradation of the light intensity over time.
12. The maximum liability is limited to the supplied Product and the amount according to the purchase invoice. Are exempted from the responsibilities arising from the repair or replacement time of Defective Products, as well as possible losses or decreased profits caused by Product failure.

RETURN PROTOCOL

1. Before returning any defective Product, the Buyer must obtain from TACSE S.L. the corresponding RMA (Return Merchandise Authorization). In order to do this, the corresponding form must be requested through your business contact in TACSE S.L., or by calling the telephone number [+34 933463285](tel:+34933463285) or sending an email to the e-mail address ventas@tacse.es.
2. Upon receipt and acceptance of the RMA by TACSE S.L., the Buyer shall ensure that the Defective Product is in a clean condition suitable for subsequent evaluation, and then pack it (if possible using the original packaging) and ship to the address provided By TACSE S.L., the Buyer being responsible for the shipping costs.
3. The Defective Product will be analyzed by the quality department of TACSE S.L., that will inform the Buyer of the causes of failure, determining whether the Product is under warranty, based on the warranty conditions detailed in this document.
4. If the Product is under warranty, TACSE S.L. will proceed to the repair or replacement, within the shortest possible time, and the Buyer will be advised to proceed with its collection, taking charge the Buyer of transport costs.
5. If the Product is not under warranty, the Buyer shall also be informed to take a decision.
6. In case TACSE S.L. does not discover any defect or breach of warranty when receiving a Product sent by the Buyer, said Product will be returned to the Buyer and the Buyer must reimburse TACSE S.L. the charges associated with the labor required to prove the allegedly Defective Product.
7. If the Buyer requests the immediate replacement of the Product subject to claim for reasons of urgency, prior to the resolution of the claim by TACSE S.L., that request must be accompanied by a Purchase Order to the Sales Department. Once resolved the claim by TACSE S.L., this Purchase Order would be subject to compensation by issuing a credit note in case the resolution of the claim will be positive.

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