

GWT – General Terms and Conditions of Warranty Clauses

This document contains the rules for granting warranty by the company EUROLEDLIGHTING Sp. z o.o. with its registered office in Słupsk 76-200, ul. Przemysłowa 23/24, which sold the Purchaser LED light fixtures as well as their control system components. Warranty terms and conditions apply to products purchased from EUROLEDLIGHTING Sp. z o.o. in Europe.

The Warranty is valid for the period of 36 months (or other period indicated in the supply agreement or contract) from the date of purchase confirmed with a VAT invoice and covers material defects caused by the manufacturer.

The Guarantor confirms the lack of defects in the purchased lighting fixtures and undertakes to repair or replace the damaged elements during the entire warranty period, free of charge.

The purchased product is covered by warranty liabilities:

1. Based on the fact of sale of the product documented by a VAT invoice and its timely payment. In any other case the product shall be covered by a warranty based on the written consent of the Guarantor.
2. Under the condition of following the rules and guidelines regarding transport and storage of the product.
3. Under the conditions of using the product according to its intended purpose and installing it in accordance with the conditions provided in the catalogue sheets, information brochures and assembly and operations instructions and in accordance with the good practices by qualified personnel with proper authorization.
4. Under the condition of using the product in the conditions that are not hazardous to the fixture, including high temperature (above the parameters provided in the product sheet) and humidity, power grid parameters including voltage, presence of chemical substances, quakes and vibrations, electromagnetic field, risk of damage.

The warranty does not cover the natural wear and tear of the materials used e.g. yellowing of the lamp shades, tarnishing of the lacquer layers which may change colour with time or due to the exposure to weather conditions. The warranty does not cover, in particular: Indirect and special damages, loss in property including the apparent loss as a result of break in activity, unrealised or anticipated profits, interest, income, anticipated savings, futile expenses, denied right of use, costs of installation, disassembly, replacement as well as damages resulting of the necessary disassembly, any damages occurring at third parties. Claims under the Warranty shall be submitted in writing with the damaged material immediately after the breakdown was discovered.

The Guarantor reserves the right to revoke its obligations pertaining the free warranty repair in the event of a breach of the following terms of the warranty.

1. In the event of defects resulting from the breach of the provisions regarding the assembly, use, storage or the transport of the purchased product.
2. In the event of defects being a fault of a third party or force majeure.
3. In the event of unauthorised repair or renovation.
4. In the event of unauthorised changes.
5. In the event of lack of documentation for the periodic inspection for the products required by the operation manual
6. Defects being a result of the chemical, thermal, mechanical, light, electric and other factors, which influence is contradictory to the operation instructions, technical know-how or the experience.

The condition for consideration of the warranty is the VAT invoice confirming the purchase of the defective product. The guarantor resolves the application within 14 days from the delivery of defective product. The Guarantor shall notify the applicant about the resolution in writing by fax or by e-mail. The obligation of the person authorized under the warranty is to deliver the returned products at their own expense to the registered office of the Guarantor. In the event the application is justified the Guarantor at its sole discretion shall decide on:

- the replacement of the defective product for a new one, free from defects or
- repair of the defective product free of charge.

Warranty liabilities can be extended if the Seller and the Purchaser enter into agreements for the warranty or post-warranty service or by mutual consent of the parties. Performance of the warranty services shall not extend the warranty period. The maximum liability of the Guarantor is limited to the value of the product.

Additional information:

1. Decrease of the light beam during the life cycle of the product to 0.6%/1000h and the change of colour of the LED modules and diodes are not covered by the warranty.
2. Parameters of the new LED modules have the tolerance of +/- 10% to the light beam, colour temperature and product efficiency.
3. The warranty for the electronic components (power supply, drivers, ballast, LED modules) regarding only the damage exceeding the nominal breakdown indicator for this type of device, i.e. 0.2% damage per 1000h of operation.
4. The warranty does not cover a single LED diode malfunction in a module, unless their number exceeds 10% of all diodes in the module
5. The warranty does not cover normal wear and tear of the product
6. Breakdowns caused by power surges in the power grid are not subject to the Warranty
7. The sole court for any disputes arising in relation hereto is the court having jurisdiction over the registered office of the Guarantor.