KANLUX S.A. — Quality Guarantee Statement for Consumers

Manufacturer (Guarantor): Kanlux Spółka Akcyjna with its registered office in Radzionków, ul. Objazdowa 1-3, 41-922 Radzionków; KRS 0000286139 (District Court in Gliwice, 10th Commercial Division of the National Court Register); NIP 645-243-27-93; REGON 240672104; tel. +48 32 388 74 00; e-mail: reklamacje@kanlux.pl; www.kanlux.pl.

Beneficiary of the guarantee: A CONSUMER within the meaning of Article 22^1 of the Civil Code, who has acquired a new good covered by this guarantee for purposes unrelated to their trade or profession—regardless of the purchasing channel (retail store, online store, retail wholesaler, retail chain).

Territorial scope of guarantee protection: Member States of the European Union and the European Economic Area.

Product covered by the guarantee: a specific product to which the Manufacturer's guarantee statement refers in any form (in particular on the product packaging, product data sheet, or the product website). If no guarantee assurance applies to the Product (including those provided in the Manufacturer's advertising), and in particular, if no information indicating that the good is covered by guarantee protection is attached to the product, this document does not apply, and the consumer has the right, with respect to such a good, to pursue exclusively claims under the statutory warranty for defects of the sold item (non-conformity of the good with the contract) against the seller of the product.

Guarantee period: with respect to a specific Product covered by the guarantee, the guarantee period is specified each time on the Product packaging and/or in the Manufacturer's materials. If the guarantee period is not explicitly stated in the Manufacturer's guarantee assurance, the guarantee is granted for a period of 6 months. The guarantee period is calculated from the date of release of the product to the Consumer, confirmed by a proof of purchase **(receipt, invoice, or other proof confirming the purchase of the product and its date).**

Statutory information: we declare that in the event of a lack of conformity of the sold item with the contract, the consumer is entitled by law to FREE OF CHARGE legal remedies referred to in Chapter 5a of the Act of 30 May 2014 on Consumer Rights, on the part of and at the expense of the seller. This guarantee is a voluntary commitment of the Manufacturer and does not affect these legal remedies, nor does it exclude, limit, or suspend them. The consumer may, at their discretion, pursue claims under the consumer statutory warranty against the seller or under this guarantee against the Guarantor.

Other guarantee terms and conditions: This guarantee is a quality guarantee (Article 577 § 3 of the Civil Code) and not a commercial guarantee of durability within the meaning of Article 17 of Directive (EU) 2019/771. The guarantee covers physical defects in the product arising from causes inherent in the product sold which become apparent during the guarantee period. In the event of such a defect, the Guarantor shall restore the proper functioning of the product by repair or replacement.

The guarantee covers a product used, stored, and transported in accordance with its intended purpose and the conditions specified by the Manufacturer.

Unless the data sheet provides otherwise, the product is intended for standard operating conditions: ambient temperature from +5°C to +25°C, humidity <85%, pressure 690–1060 hPa.

Technical recommendations (deviation from the recommendations does not result in the loss of guarantee rights, unless the Guarantor proves that a specific violation of the conditions of use, storage, transport, or installation was the direct cause of the reported defect):

a) operation in accordance with the operating parameters specified in the data sheet or in the Manufacturer's operating manual;
b) installation of the product by a suitably qualified person or in accordance with the assembly instructions and applicable safety standards, with the power supply switched off (for safety reasons — luminaires powered from the 230 V mains).

Exclusions: The guarantee does not cover:

a) natural wear and tear of product components and materials due to use or the passage of time (including loss of elasticity of plastic materials, natural discoloration, tarnishing of coatings), to the extent that it does not result from a defect inherent in the product;

b) mechanical damage (scratches, cracks, dents, shattering) and its consequences, arising after the release of the product due to causes attributable to the Consumer or third parties;

c) damage resulting from the impact of external factors (e.g. physical, thermal, chemical, light), which occurred contrary to the operating manual, data sheet, or technical knowledge;

d) damage directly caused by use, storage, or transport in conditions contrary to the Manufacturer's recommendations;

e) damage directly caused by installation performed contrary to the instructions or incorrect connection to the mains;

f) damage directly caused by repairs or structural modifications carried out independently by the Consumer or third parties.

The guarantee does not cover a decrease in luminous flux within the limits consistent with the specifications of a given product, nor a change in the colour of LED modules, which are natural phenomena; the parameters of new LED products/(modules) are subject to a tolerance of ±10% for luminous flux, power, and colour temperature.

The lack of original packaging does not constitute an obstacle to the execution of the guarantee.

Pursuing guarantee rights:

The consumer may report a defect at any time during the guarantee period. It is recommended to report the defect immediately upon its discovery — this

recommendation is not a condition for maintaining rights, and failure to comply with it does not result in the loss of the guarantee.

The Guarantor shall review the report within 14 days of its receipt and shall perform the guarantee obligations within 21 days of the product being made available to them.

The delivery of the good to the Guarantor and its return to the Consumer shall take place at the Guarantor's expense (the Guarantor organises courier collection or provides a return address at their own expense).

The execution of the guarantee is free of charge for the Consumer.

If the report is justified, the Guarantor shall repair the good free of charge, and if the repair proves impossible or entails significant difficulties or disproportionate costs, they shall replace the good with a new one, identical or equivalent (similar parameters and properties, subject to minor design differences).

In the event of product replacement or major repairs, the guarantee period starts anew from the moment the defect-free product is released (Article 581 § 1 of the Civil Code). The method of pursuing guarantee claims does not limit the Consumer's right to choose the legal remedy to which they are entitled against the seller under the consumer statutory warranty. This guarantee does not limit the statutory compensation claims of the Consumer, including claims for liability for damage caused by a dangerous product (Article 449^1 et seq. of the Civil Code) and on general principles.

The costs of reviewing the guarantee report shall be borne by the Guarantor.

Dispute resolution: Disputes arising from this guarantee shall be resolved by a common court of competent jurisdiction in accordance with the provisions of the Code of Civil Procedure.

The consumer may use out-of-court complaint and redress mechanisms, including applying to:

- a permanent amicable consumer court operating at the Trade Inspectorate,

- a voivodeship inspector of the Trade Inspectorate (WIIH),

- or obtaining free assistance from a poviat (municipal) consumer ombudsman or a social organisation whose statutory tasks include consumer protection (including the Consumer Federation, the Association of Polish Consumers).

The Guarantor also informs that an online dispute resolution platform for disputes between consumers and traders at the EU level (the ODR platform) is available at http://ec.europa.eu/consumers/odr. The ODR platform is an interactive and multilingual website with a one-stop-shop for consumers and traders seeking an out-of-court resolution of a dispute concerning contractual obligations stemming from an online sales or service contract.

This guarantee statement has been drawn up in English.