Manufacturer (Guarantor): Kanlux Spółka Akcyjna with its registered office in Radzionków, Ul. Objazdowa 1-3, Tel. +48 32 388 74 00

Territorial range of the warranty protection: Europe

Warranty holder: A Customer who buys the goods covered by the warranty directly from Kanlux S.A. in connection with the economic activity carried out

Terms of Warranty

1. The Guarantor provides the Buyer, with which it has concluded the sale agreement for the goods specified below, with a **5-year** warranty of quality (from the date of sale confirmed by a VAT invoice) for efficient work of the light fitting: **BLINGO LED**:

   39241 BLINGO M66W 60NW *OPRAWA LED

2. The warranty covers goods defects in material and workmanship only.
3. The warranty is binding only if the manner of storage, use and carriage/transport of the goods, at each and every stage of this process, corresponds with the terms and conditions specified by the Manufacturer.
   The fitting is intended for standard working conditions, unless otherwise stated in the product data sheet i.e. at the ambient temperature from +5°C to +25°C, humidity: <85%, pressure: 690-1060 hPa. Total lighting time of the light fittings may not exceed 12 h per day.

   If the Manufacturer has determined a special intended use for the fitting or a possibility of working in non-standard conditions, the fitting use environment should meet all requirements laid down in the product catalogue card and if the card did not determine special technical properties of the use environment, prior to installation and commencement of the fitting exploitation process in unusual conditions, it is necessary to agree, in writing under pain of nullity, with the Manufacturer's Technical Department on a particular use and detailed conditions in which the fitting may be exploited.

   If the fitting is to be used in conditions or places which differ from the conditions specified by the Manufacturer or the intended use, the installation and commencement of the fitting exploitation process in these conditions may take place if the Buyer before purchase has reported and determined for the Guarantor the conditions being in the place of assembly/installation, and the Guarantor has confirmed, in written form under pain of nullity, the possibility of installation and work of the fitting in such an environment.

   Installation of the goods must be carried out in a professional manner, by an entitled person, having appropriate qualifications, according to the terms and conditions laid down in the assembly/installation manual attached to the product, in line with the requirements specified in the catalogue card, accordingly to safety standards binding in a given place and in line with current knowledge, technology and engineering (electrical) rules, including, in particular, with power supply disconnected.
4. Apart from the foregoing, the warranty does not cover:
   - natural wear and tear of the fitting elements and materials of which the fitting is made, as a result of use or passage of time or impact of natural conditions and, in particular, loss of elasticity of the elements made of plastic, discolouration, fade of the lacquered coatings, etc.;

- damage, including defects and mechanical damage, surface scratches, cracks, smashes, discolouration or dents, non-functionalities or their further effects, caused by the buyer, installer or third parties;
- damage, including defects and non-functionalities, arising from impact of physical, thermal, chemical, lighting factors or any and all other factors of external origin whose impact on the goods is contrary to the instruction manuals, catalogue card, indications of the Manufacturer or technical knowledge (including, in particular, connected with solar radiation, impact of magnetic field, atmospheric pressure, air movements and air humidity, etc.).
- damage, non-functionalities or their further effects caused by use, storage or transport of the subject of the sale in inappropriate environment conditions, including at an inappropriate temperature, in an environment of aggressive chemical vapours, high air humidity, etc.;
- damage, non-functionalities or their further effects, connected with improper installation, also caused by use after inappropriate mechanical fitting or related to inappropriate connection to the power supply network;
- damage, non-functionalities or their further effects, connected with transport, use, storage or maintenance, contrary to recommendations of the manufacturer or to the instructions/manuals attached to the subject of the sale;
- evident defects of the subject of the sale which the Buyer knew or should have identified them in exercise of due diligence on the date of purchase;
- repairs, modifications, construction changes and other actions of this type taken by the buyer within his own scope;
- additional costs connected with lodging of claims from the warranty and removal of defects, including, in particular, costs of disassembly and assembly of defective goods.

Furthermore, the warranty does not cover a decline in luminous flux within the limits consistent with specification of a given fitting or a change in colour of the LED modules which are a normal and natural phenomenon. Parameters of the new LED fittings (modules) are covered by tolerance of +/- 10% for luminous flux, power and colour temperature.

The warranty does not cover the goods lacquering coating. Any and all discolouration of the fitting casing are a natural consequence of using the fitting and do not constitute a defect affecting the functionality of the goods.

5. A VAT invoice confirming the date of the sale is the basis of the warranty, from which the warranty protection period is counted.

6. The Guarantor undertakes to remove physical defects of the subject of the sale not identified on the date of sale free of charge if these defects are identified during the term of the warranty and are reported to the Guarantor within 1 month from their identification.

7. The Guarantor undertakes to examine the Buyer's claims reported within the framework of the warranty and, if a complaint is justified, undertakes to fulfil the obligations arising from this warranty within 21 working days from the date of delivering the subject of the sale to the Guarantor's registered office.

8. If a claim reported by the Buyer is justified and if a complaint is accepted by the Guarantor, the Guarantor undertakes to repair the goods free of charge and if the repair was impossible or involved substantial difficulties or costs for replacement of the product with the same one or equivalent one (the same in terms of type, with similar parameters and properties, subject to any possible small differences in terms of design and technical specifications) - replacement product. If the Guarantor did not have the possibility of replacing the goods or was unable to propose the replacement product to the Buyer, the last manner of satisfying the claim from the warranty is the return of the product purchase price in connection with withdrawal from the sale agreement. The Guarantor is not bound by the

Buyer's indication as to the manner of satisfying claims from the warranty and shall fulfil its obligations in accordance with the order of actions specified above.

9. The Guarantor is not liable for damage caused by exclusion of the subject of the sale from exploitation in the period from occurrence or identification of a defect or fault to the time of its removal and for consequential or indirect damage, including for lost benefits, caused by occurrence of a defect/fault in the subject of the sale.
10. If the Buyer lodges claims under the warranty in conditions when the Guarantor's liability is excluded or there is no basis to accept a complaint (unjustified complaint), all costs connected with reporting a defect and complaint process handling shall be incurred by the Buyer of the goods pursuing his claims in an unjustified manner. The Guarantor recommends that prior to lodging claims from the warranty the Buyer should check the goods, conditions of installation and product storage/use environment.
11. This warranty does not exclude, limit or suspend the Buyer's rights arising from the warranty provisions for defects of a sold item unless the Buyer and the Guarantor have separately excluded or limited the Seller's responsibility & liability arising from the warranty for defects of items in the product sale agreement, pursuant to Article 558 of the Civil Code.
12. The common Court of law having jurisdiction over the Guarantor's registered office is exclusively competent to settle any and all disputes between the parties of which each and every one is an entrepreneur within the meaning of relevant provisions of law, in connection with exercise of the rights and fulfilment of the obligations arising from the warranty.

USE OR STORAGE OF THE SUBJECT OF THE SALE INCONSISTENTLY WITH BINDING PROVISIONS PERTAINING TO EXPLOITATION OF ELECTRICAL POWER DEVICES OR WITH THE INSTRUCTION MANUAL, MAINTENANCE MANUAL, CATALOGUE CARD, ANY RECOMMENDATIONS OF THE MANUFACTURER OR TERMS AND CONDITIONS OF THE WARRANTY AS WELL AS MAKING ANY TECHNICAL CHANGES OR INTERFERENCE IN THE ORIGINAL STRUCTURE OF THE SUBJECT OF THE SALE SHALL RESULT IN A LOSS OF THE WARRANTY.