

Producer (Warrantor): Kanlux Spółka Akcyjna (joint stock company) with its registered office in Radzionków, ul. Objazdowa 1-3, phone: +48 32 388 74 00

Territorial coverage of the warranty: Europe

Warranty holder: customer purchasing products covered by the warranty directly from Kanlux SA in connection with a business activity of the customer

Terms of Warranty

1. The Warrantor gives the Buyer, with whom it concluded a contract for the sale of a product defined below, a **five-year** warranty (starting from the date of sale confirmed by a VAT invoice) for efficient operation of the **BERG AD**, hereinafter referred to as the "product":

36430 BERG AD-70

36431 BERG AD-7L

2. The warranty covers only defects resulting from causes inherent in the product.
3. The warranty applies only when the manner of storage, use and carrying/transport of the product at any stage meets the conditions specified by the Producer.

Unless specified otherwise in the product data sheet, the light fixtures are intended for standard operating conditions, i.e. at ambient temperature between -20°C to +35°C, humidity: <85%, pressure: 690-1060 hPa.

If the Producer wished the light fixture to be used for special purpose or to operate in non-standard conditions, the light fixture operating environment should meet all the requirements specified in the product data sheet or operating instructions attached to the product. If the card or instruction manual did not specify special technical features of the operating environment, arrangements must be made in writing to be valid with the Producer's Technical Department for specific application and detailed conditions under which the light fixture may be used. Such arrangements should be completed before installation and light fixture operation in atypical conditions

If the light fixture is to be used in conditions or places that differ from conditions specified by the Producer or from its intended use, the light fixture installation and first operation under these conditions may take place if (i) the Buyer provided the Warrantor with information on conditions prevailing in the place of assembly prior to the purchase and (ii) the Warrantor confirmed under pain of nullity in writing that the light fixture installation and operation under such circumstances is possible.

The product must be installed professionally, by an authorized person with appropriate qualifications and in accordance with (i) conditions specified in the assembly instructions attached to the product, (ii) requirements specified in the product data sheet, (iii) safety standards in force in a given place and (iv) current knowledge, technology and engineering, especially when the voltage is off.

4. Except for the above, the warranty does not cover:
 - natural wear and tear of the light fixture components and the materials from which it is made as the result of the use, passage of time or influence of natural conditions, in particular the loss of elasticity of plastic elements, discolouration, fading of varnished coatings, etc.;

- damage, including mechanical defects and damage, surface scratches, cracks, discolouration or dents, malfunctions or their further effects caused by the Buyer, installer or third parties;
- damage, including defects and malfunctions, resulting from physical, thermal, chemical, light or any other external factors affecting the product in a way that is contrary to instruction manuals, product data sheet, the Producer's recommendations or technical knowledge (including damage caused by solar radiation, magnetic field effect, atmospheric pressure, air movement and humidity, etc.);
- damage, malfunctions or their further consequences caused by the use, storage or transport of the Product in inappropriate environmental conditions, including in the wrong temperature, aggressive chemical vapours, high humidity of the air, etc.;
- damage, malfunctions or their further consequences related to improper installation, including damage caused by improper mechanical fastening or connection to the mains;
- damage, malfunctions or their further consequences related to transport, use, storage or maintenance contrary to the Producer's recommendations or instructions attached to the light fixture;
- clear defects in the light fixture, of which the Buyer knew or should have detected them on the day of purchase if it had exercised due care;
- repairs, modifications, construction changes and other such actions taken by the Buyer on its own;
- additional costs related to the filing of warranty claims and removal of defects, including especially the costs of disassembly and assembly of defective product.

The warranty does not cover the product varnish coating. Any discolouration of the light fixture case is a natural consequence of its usage and does not constitute a defect affecting the product functionality.

5. The basis for the warranty is a VAT invoice confirming the date of sale from which the warranty period begins.
6. The Warrantor undertakes to remove – free of charge – physical defects of the light fixture not discovered on the date of sale provided that such defects are found during the warranty period and will be reported to the Warrantor within 1 month after they were found.
7. The Warrantor undertakes to consider the Buyer's claims submitted under the warranty; if the complaint is justified, the Warrantor undertakes to perform its obligations under the warranty within 21 business days from the date of the light fixture delivery to the Warrantor's registered office.
8. If the claim submitted by the Purchaser and the complaint accepted by the Warrantor are well-grounded, the Warrantor undertakes to repair the product free of charge. If the repair is not possible or if it involves major difficulty or costs, the Warrantor undertakes to replace the product with the same product or its substitute (of the same generic, similar parameters and properties, yet minor differences in terms of design and technical specifications may occur). If the Warrantor is unable to either replace the product or offer the Buyer its substitute, the last method of satisfying the warranty claim is to return the purchase price of the product as a result of withdrawal from the contract. The Warrantor is not required to follow the Buyer's instructions as to how to satisfy claims under the warranty and will perform its duties in accordance with the sequence of operations specified above.

9. The Warrantor is not liable for damage caused by the fact that the light fixture does not operate in the period from the occurrence/discovery of defect or fault until it is removed. The Warrantor is also not liable for consequential or indirect damage, including lost profits caused by defect/fault in the product.
10. If the Buyer submits warranty claims when the Warrantor's liability is excluded or there is no basis to acknowledge the complaint (known as "groundless complaint"), all costs associated with reporting the defect and handling the complaint are charged to the Purchaser. The Warrantor recommends that the Buyer check the product, installation conditions and the storage/use environment before the warranty claims are filed.
11. Any disputes arising between the parties (i.e. entrepreneurs within the meaning of the applicable law) in connection with the exercise of rights and obligations under the warranty shall be resolved by a court with jurisdiction over the Warrantor's registered office.

THE USE OR STORAGE OF THE LIGHT FIXTURE AGAINST THE APPLICABLE PROVISIONS OF LAW REGARDING THE OPERATION OF ELECTRICAL DEVICES, INSTRUCTION MANUAL, MAINTENANCE MANUAL, PRODUCT DATA SHEET, ANY RECOMMENDATIONS OF THE PRODUCER, WARRANTY CONDITIONS, ANY TECHNICAL CHANGE OR INTERFERENCE IN THE LIGHT FIXTURE ORIGINAL STRUCTURE LEADS TO THE WARRANTY LOSS.