

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

**Geographical scope of warranty protection:** Europe

**Warranty:** Customer purchasing goods covered by the warranty in connection with the conducted business activity directly from Kanlux S.A

## **Terms and Conditions of the Warranty**

1. The Guarantor grants to the Purchaser, with whom it concluded a sale agreement for the goods specified below, a 3-year quality warranty (from the date of sale confirmed by a VAT invoice) for the efficient performance of light source hereinafter referred to as product:

37347 XLED HP D46E40 38W-NW

37346 XLED HP D90E27 26W-NW

2. The warranty covers only defects inherent in the product.
3. The warranty is valid only if the storage, use and handling/transport of the product at all stages of the process complies with the conditions specified by the Manufacturer.

Unless otherwise specified in the data sheet of the product, light sources XLED HP are designed for operation in standard working conditions, i.e. ambient temperature between **-20°C and +40°C**, humidity <65% and atmospheric pressure between 690 and 1060hPa.

Light sources XLED HP intended for outdoor use and the total lighting time of the light source cannot exceed **8 hours per day**.

If the Manufacturer specified a special use for the product or the possibility of operation in non-standard conditions, the environment in which the light sources XLED HP are used shall meet all the requirements specified in the product data sheet or manual provided with the product, and in case the data sheet or manual does not specify special technical conditions or place of use, before mounting and commencing operation of the light sources XLED HP in non-standard conditions, the specific application and detailed conditions under which the light source XLED HP may be operated shall be agreed in writing with the Technical Department of the Manufacturer.

If the light sources XLED HP is to be used in conditions or places which differ from the conditions specified by the Manufacturer or the purpose of the product, the installation and commencement of operation of the product in such conditions may take place, provided that before making the purchase the Purchaser informed the Guarantor about the conditions in the place of installation of the product and defined them, and the Guarantor confirmed in writing, under pain of nullity, that the installation and operation of the product in such environment is possible.

The installation of the product must be carried out in a professional manner, by an authorised and properly qualified person, in accordance with the conditions specified in the installation manual attached to the product, in compliance with the requirements specified in the data sheet and the safety standards in force in a given area and in accordance with the current recommendations of know-how, technology and good (electrical) engineering practice, including, in particular, with disconnected power

supply.

4. Apart from the above, the warranty does not cover:

- Ordinary wear and tear of the light sources's components and materials due to use or the passage of time or natural conditions, in particular, loss of elasticity of components, discolouration, etc;
- damage, including defects and mechanical damage, superficial scratches, cracks, smashes, discolourations, dents, nonfunctionalities or further effects thereof caused by the Purchaser, installer or third parties;
- damage, including defects and nonfunctionalities, resulting from the impact of physical, thermal, chemical, light and any other external factors, the effect of which on the product is contradictory to the instructions for use, data sheet, Manufacturer's instructions or technical know-how (including, in particular, damage related to solar radiation, magnetic field activity, atmospheric pressure, air humidity and movement, etc.).
- damage, nonfunctionalities and further consequences thereof caused by the use, storage or transport of the product in unsuitable environmental conditions, including inappropriate temperature, aggressive chemical vapours, high air humidity, etc.;
- damage, nonfunctionalities and further consequences thereof, related to incorrect installation, including damage caused by the use of the product with incorrect mechanical fixing or incorrect connection to the mains supply;
- damage, nonfunctionalities and further consequences thereof related to transport, use, storage or maintenance of the product, contradictory to the recommendations of the manufacturer or the instructions manual attached to the sales object;
- visible defects of the sales object, of which the Purchaser knew, or should have found them on the day of product purchase, had due diligence been exercised;
- repairs, modifications, design changes and other actions taken by the Purchaser on its own.
- damage caused by supplying the product with voltage sources that do not comply with the technical specifications;
- damage caused by supplying the product with voltage other than indicated on the packaging;
- additional costs related to filing claims under the warranty and the removal of defects, in particular costs of the dismantling and installing of a defective product.
- If applied in closed or sealed light fixtures, it may reduce the service life of the light source.

Moreover, the warranty does not cover a decrease in the luminous flux within the limits provided in the specification of a given light source XLED HP, nor does it cover changes in the colour of LED modules, which constitute a normal and natural phenomenon. The parameters of the light source XLED HP are subject to a +/- 10% tolerance for the luminous flux, power and colour temperature.

5. A VAT invoice, confirming the date from which the warranty protection period is calculated, constitutes the basis for the execution of the warranty.

6. The Guarantor undertakes to remove physical defects of the sales object, unrevealed at the time of sale, free of charge if the defects are revealed within the period of warranty protection and the Guarantor is notified about them within the period of one month from the moment they are revealed.
7. The Guarantor undertakes to inquire into the claim filed by the Purchaser under the warranty, and, if the claim is legitimate, perform the obligations arising from this warranty within the period of 21 working days from the date of the delivery of sales object to the premises of the Guarantor.
8. If the claim made by the Purchaser is legitimate and the Guarantor accepts it, the Guarantor undertakes to repair the product free of charge, and, if such repair is not possible or is associated with significant difficulties or costs, the Guarantor undertakes to replace the product with the same or equivalent product (the same type, with similar parameters and properties, subject to possible minor differences in terms of design and technical specification) - replacement product. If the Guarantor is not able to replace the product or cannot offer the Purchaser a replacement product, the final way of satisfying the claim under the warranty is a refund of the price paid for the product in view of the withdrawal from the sales agreement. The Guarantor is not bound by Purchaser's indication as to how the claims under the warranty are to be settled and shall perform its obligations in accordance with the sequence of actions specified above.
9. The Guarantor shall not be liable neither for damage caused by the discontinuation of product operation in the period between the occurrence nor reveal of the defect and removal thereof, nor for consequential or indirect damage, including lost profits, caused by the occurrence of sales object malfunction/defect.
10. In the event that the Purchaser files a claim under the warranty under conditions where Guarantor's liability is excluded, or there are no grounds for the claim to be accepted (unjustified claim), all costs related to the reporting of the defect and to the handling of the claim process shall be borne by the Purchaser of the product who unjustifiably asserts its claims. The Guarantor recommends that the Purchaser inspect the product, installation and storage environment/product operation conditions before filing claims under the warranty.
11. This warranty does not exclude, limit or suspend the rights of the Purchaser under the provisions of the warranty law concerning defects in sold goods, unless the Guarantor and the Purchaser separately excluded or limited Vendor's liability under the warranty law on defects, pursuant to Art. 558 of the Civil Code.
12. Only the common court with jurisdiction in the area in which the Guarantor's registered seat is domiciled shall have jurisdiction to settle all disputes between the parties, each of whom is an entrepreneur in the meaning of the applicable provisions of the law, with regard to the execution of rights and obligations resulting from the warranty.

**USE OR STORAGE OF THE SUBJECT OF SALE CONTRARY TO APPLICABLE REGULATIONS ON THE OPERATION OF ELECTRICAL POWER EQUIPMENT OR THE OPERATION AND MAINTENANCE MANUAL OR DATA SHEET, ANY MANUFACTURER'S RECOMMENDATIONS OR WARRANTY TERMS AND CONDITIONS, AS WELL AS MAKING ANY TECHNICAL CHANGES OR CHANGES TO THE STRUCTURE OF THE SUBJECT OF SALE WILL VOID THE WARRANTY**