

GENERAL WARRANTY TERMS AND CONDITIONS - EXPORT

LUXIONA POLAND S.A. gives the Purchaser warranty on light fixtures it manufactures for the following period:

- LED light fixtures – 60 months*.
- Fluorescent light fixtures – 24 months.
- LED light fixtures with an emergency module 36-60 months. Warranty period for a specific light fixture model will be clearly stated in the offer. (The emergency module alone has warranty period of 12 months).

LUXIONA POLAND S.A. gives warranty consisting of repair at the manufacturer's premises or providing goods free of any defects, where the cost of disassembly and reassembly is borne by the Purchaser. The cost of transport to and from the repair place in the whole warranty period (5 years) is covered by the Manufacturer. COMPACT light fixtures are an exception; the Seller only covers the cost of transport for the first two years of warranty period.

The warranty period begins on the date of sale.

1. The warranty, the terms and conditions of which are stipulated in this document, refers to light fixtures manufactured by LUXIONA POLAND S.A. Company and extends worldwide, excluding Poland, Germany, Austria, Switzerland, and the United States.

2. The warranty covers manufacturing defects of light fixtures preventing their use as intended by the manufacturer. The warranty only covers defects in the goods, i.e. hidden defects in workmanship or hidden defects in material.

3. The conditions to be able to use the warranty rights are in particular:

- a) Proper storage,
- b) Proper installation of the devices, done by qualified staff with the relevant authorization,
- c) Proper use, according to the manual.

4. Light fixtures under warranty should be stored and used in conditions and in the way as specified in the operating manual enclosed to the fixtures, given that:

- a) Unless otherwise specified in the manual, the light fixtures by LUXIONA POLAND are intended for use in standard conditions, with exception of special-purpose light fixtures; The standard conditions include ambient temperature between -10° C + 25° C, 960 - 1060 hPa pressure, humidity <85%.
- b) Light fixtures should not be used in cases when ambient conditions may be harmful for the fixture construction, coat of paint or electronic components placed inside the light fixture, causing its abnormal work. The light fixtures have been examined and comply with the European EN-60598-1 standard.
- c) Factors that are harmful for the construction of the light fixtures are, among others: high temperature, high humidity, dust, presence of chemicals (chlorine, salt, acids, bases), vibrations, shaking, exposure to shock, UV radiation, electromagnetic field, petroleum derivatives.
- d) The light fixtures should be used according to their intended usage.
- e) It is necessary to assemble the light fixtures according to their operating manual, and it can only be done by people with appropriate qualifications
- f) The Purchaser, prior to buying the light fixtures, is obliged to discuss with LUXIONA POLAND S.A. special conditions in which the light fixtures will be used, and which are not specified in technical/product documents provided by LUXIONA POLAND S.A.

5. Warranty rights are waived especially in case of tampering with the light fixture, its alteration or unauthorized repair, or if it was used contrary to its intended use.

The warranty does not cover damage caused by external, mechanical, thermal, and chemical factors, improper use, and normal wear and tear. In particular the warranty does not cover such consumables as: light sources, condensers, starters, batteries.

Other conditions - unless otherwise specified in the catalog sheets (technical data sheets):

- The total time of light fixtures work during a year cannot exceed 4,300 hours.
- A decrease in luminous flux during the product lifetime is 1%/1000 h. Change of color of LED modules is not covered by the warranty.
- Parameters of new LED modules have a tolerance of +/-7% for the luminous flux value, color temperature and product efficiency.

6. The Purchaser is obliged to make a warranty claim in writing within 7 days from noticing the defect, and after agreeing with the Seller as to the conditions of posting, to deliver the goods subject to the warranty claim to the business office of the Seller. The claim should be made on a form prepared by LUXIONA POLAND S.A., available at its website ([download customer claim form](#)) - the claim protocol; it can be filled by hand or electronically – in this case Adobe Reader XI version or higher is necessary. The form should contain a detailed description of the defect, and the proof of purchasing the product should be attached to it.

If during the claim processing it would be necessary to get additional information related to the defect or the way the goods were used, the Purchaser is obliged to deliver all the necessary data and information.

The form should be sent to the following address: kontrola@luxiona.com

7. The warranty is processed within 21 working days from the date of product delivery, if so agreed with the Seller, to the business office of LUXIONA POLAND S.A. with a correctly completed warranty claim form, subject to such situation when the claim requires detailed technical examination; then the duration of such examination automatically extends the claim processing period. If the claim processing period is extended, LUXIONA POLAND S.A. shall immediately inform the Purchaser thereof. When processing a claim, its legitimacy is assessed taking into consideration the technical standards valid as of the date of sale.

8. Under the warranty LUXIONA POLAND S.A. may at its own discretion make a free-of-charge repair or a replacement of all elements under warranty to ones free of defects, if they are deemed and confirmed faulty by LUXIONA POLAND S.A. LUXIONA POLAND S.A. may also return the amount paid to the Purchaser, should repair or replacement be impossible or economically unjustified. The deadline for performance of warranty obligation is 14 days from the day the claim is accepted and may be extended should circumstances arise that are out of control of LUXIONA POLAND S.A. The warranty period shall be extended to the time necessary to carry out the warranty repair.

Conditions are valid from January 2017.

9. In case of a legitimate claim LUXIONA POLAND S.A. shall reimburse the (market) value of goods transport to its business office from the business office of the Purchaser and shall cover the cost of returning the goods to the business office of the Purchaser. LUXIONA POLAND S.A. shall not bear any additional costs related to replacement of faulty products, in particular with disassembly and reassembly of a light fixture and with workmanship costs.

10. In case of an illegitimate claim all the costs borne in relation to processing the claim are borne by the Purchaser. In particular the Purchaser is obliged to cover, according to the way the claim is processed, the costs of transport, visits and time of work of service technicians as per individual rates of LUXIONA POLAND S.A., the costs of materials, rental of necessary equipment as well as costs of business travel according to the current rates, where appropriate, and in case of necessity to stay overnight by a service technician - costs of such accommodation. The Purchaser undertakes to settle the above amounts on the basis of a relevant VAT invoice. The service report in case of a visit of a service technician shall also include the number of kilometers covered, duration of travel and duration of work.

11. Should warranty claims prove illegitimate, LUXIONA POLAND S.A. may charge to the Customer the cost of sending the Product back, as well as the cost of performing the tests and related handling charges, or other additional costs borne by LUXIONA POLAND S.A. in relation to processing the claim, if any.

12. The claim proceeding is completed when the claim protocol is made.

13. LUXIONA POLAND S.A. reserves the right to verify the warranty product defect at the site where the light fixtures are used, after the warranty claim is made by the Purchaser. Not granting by the Purchaser access to the device subject to the warranty claim to a representative of LUXIONA POLAND S.A. is deemed to be a waiver of the claim.

14. The Purchaser is obliged to ensure safe and healthy conditions of performing the warranty claim processing activities in the place where light fixtures are used. In case when performing such activities should not be possible due to working conditions or risk to the health and life of employees, LUXIONA POLAND S.A. shall refrain from processing the claim until the right working conditions are ensured. In such cases the warranty period shall not be extended with the time when it was not possible to perform warranty activities. Not ensuring access to light fixtures at the above conditions for longer than 7 days is deemed to be a waiver of the warranty claim.

15. The Purchaser may commission LUXIONA POLAND S.A. to make paid repairs, including post-warranty repairs. In such cases costs of service repairs shall be agreed individually each time, as per LUXIONA POLAND S.A. rates, and may include the following elements, as required: costs of travel, rental of necessary equipment, manhours of the service technician, accommodation, materials used during service work, additional expert's reports.

16. The Purchaser is obliged to ensure to the service technician the necessary access to goods subject to paid repair request, including access to light fixtures installed high above the working level, or else the technician may refuse to perform the repair. In case of lack of proper access or of difficulties thereof, the Purchaser is obliged to cover the costs borne by LUXIONA POLAND S.A. in order to carry out the repair.

17. This Limited Warranty shall be the sole and only remedy offered by LUXIONA POLAND S.A. and the sole and only basis for liability of LUXIONA POLAND S.A. for Product defects. This Limited Warranty replaces any other warranties and obligations of LUXIONA POLAND S.A. related to defects (except for ones mandatory), both statutory and contractual, if the law so permits.

18. This Limited Warranty for sold consumer goods does not waive, restrict or suspend any rights of the purchaser due to the goods being non-compliant with the contract.

19. In the scope provided for by the provisions in force, LUXIONA POLAND S.A. waives any liability for losses or damages, for any lost profits, for loss of possibility to use the goods, for loss of goods' functionality, for loss of contracts, loss of transactions, loss of incomes or predicted savings, increased costs or expenses, and for any other direct, consequential or special loss or damage.

20. In case of any claims related to the guaranteed quality, only provisions of Polish law shall be binding. The law of the United Nations Convention on Contracts for the International Sales of Goods, made in Vienna on 11 April 1980 (Dz. U. (Official Journal of Laws) 1997 no. 45 item 286) is excluded.

21. For any disputes arising between the parties that may be connected with relations based on the sales or other contracts concluded by the parties, to which these General Warranty Terms and Conditions apply, the court having sole jurisdiction shall be the Common Court competent for the LUXIONA POLAND S.A.'s business office.

* with the exception of outdoor luminaires. Warranty period for a specific light fixture model will be clearly stated in the offer.