

General Terms of Warranty ILUM Lighting Sp. z o.o.

ILUM Lighting Sp. z o.o hereby provides the Buyer with basic warranty for the light fixtures sold by ILUM Lighting Sp. z o.o., for two years from the date of sale of the product to the Buyer. This warranty is not applicable to consumers, who are provided by ILUM Lighting Sp. z o.o with different warranty terms, defined in other documents delivered by ILUM Lighting Sp. z o.o At the request of the Buyer, ILUM Lighting Sp. z o.o may, upon detailed assessment of the order, provide the Consumer with warranty extended to three years, or non-standard warranty for five years against extra charge. The agreed terms of the extended or non-standard warranty are described in individually prepared documents. The guaranteed duration of light fixture' operation is 5000 hours annually.

Detailed Terms

1. ILUM Lighting Sp. z o.o. hereby awards warranty for Lighting Equipment for 24 (twenty four) months. The warranty period for a specific batch of Lighting Equipment begins on the date of its delivery to the Buyer. Within the warranty period, ILUM Lighting Sp. z o.o will repair or replace, free of charge, the items of the Lighting Equipment with physical faults, within the meaning of the Polish Civil Code, except for the items whose damage is due to reasons attributable to the Buyer or a person for which ILUM Lighting Sp. z o.o. is not responsible. ILUM Lighting Sp. z o.o will make every effort to minimize the duration of repair or replacement of the item with a working, non-damaged item.
2. This warranty applies to functional faults resulting from faulty materials and/or workmanship, provided that the product is installed and used in accordance with the manufacturer's manual.
3. In particular, this warranty does not extend to consumables such as: traditional light sources (light bulbs, fluorescent lamps, etc.), capacitors, starters, batteries. Such consumables may be covered by warranties of their respective manufacturers. For LED fixtures, this warranty does not cover the following:
 - a) reduction of luminous flux and power (under EU Regulation 1194/2012 or any subsequent legal provisions)
 - b) change of colour temperature by less than ($\pm 10\%$)
 - c) failure of a single diode in a LED module, unless the number of failed single diodes is more than 10% of all diodes in the module.
4. ILUM Lighting Sp. z o.o accepts no liability for Lighting Equipment destruction and/or damage due to normal wear (operation), and accepts no liability for any damage to or failure of the Lighting Equipment due to the Client's failure to adhere to the rules of proper operation, in particular, but not limited to, the rules defined by the Warrantor in a separate manual. If such damage or failure to the Lighting Equipment occurs, the defective item may be repaired or replaced with defect-free item by the Warrantor under a separate agreement and each time upon acceptance of the Warrantor.
5. This warranty is not applicable in the following cases:
 - a) the product is not used in accordance with the manufacturer's manual;
 - b) the product is used otherwise than for its intended purpose;
 - c) incorrect product installation;
 - d) mechanical damage and/or faults caused by incorrect handling of the product by the Buyer or a third party;
 - e) damage and/or faults caused by natural disasters (earthquakes, fire, flooding, etc.);
 - f) damage and/or faults caused by incorrect voltage (for instance overvoltage or similar causes);
 - g) repair of and/or tampering with products by unauthorised persons;
 - h) any modification of the product.
6. This warranty is applicable only to correctly used products. The use is considered correct if all of the following requirements are met:
 - a) for 230V power supply, voltage fluctuations are no more than 230 V $\pm 10\%$;
 - b) for 220V power supply, voltage fluctuates are no more than 220 V $\pm 10\%$;
 - c) for 110V power supply, voltage fluctuations are no more than 110 V $\pm 10\%$;
 - d) the product's operating temperatures range between $+25^{\circ}\text{C}$ and -5°C , unless the product claims otherwise;
 - e) relative humidity is within the range of 40-60%
7. Unless specific manual provides otherwise, the light fixtures are intended for operation in standard conditions, except for special-purpose light fixtures. The light fixtures may not be used, if the environmental conditions are such that they may damage the Structure of the fixture, the paint layer or electronic components on the fixture, resulting in its incorrect operation. The light fixtures have been tested and comply with the PN-EN-60598-1 standard. The factors that may damage the structure of the fixture include, among others: high temperature, high humidity, dust, presence of chemically non-inert substances in the air (chloride, salts, acids, bases), vibrations, shocks, surge exposure, UV radiation, electromagnetic field. Prior to the purchase of light fixtures, the Buyer shall consult specific conditions in which the light fixtures will be used, unless specified in technical/product materials.
8. The place of performance of the Warrantor's warranty obligations shall be agreed by the Parties separately for each item of the Lighting Equipment. If there is no agreement as to the place of performance of the warranty obligations, ILUM Lighting Sp. z o.o. will perform its obligations at its premises.
9. Damaged items of Lighting Equipment to be replaced to the extent covered by warranty, shall become property of ILUM Lighting Sp. z o.o
10. To ensure efficient provision of warranty services, ILUM Lighting Sp. z o.o reserves the right to assign its warranty obligations to third parties.
11. The parties exclude the Warrantor's liability for compulsory warranty for faults of Lighting Equipment.

12. In the event of unfounded claim, all costs incurred in connection with its being examined are paid by the Buyer. Subject to the outcome of the warranty claim examination, the Buyer shall pay, in particular, the cost of transport, cost of travel and work of service personnel, according to individual rates of ILUM Lighting Sp. z o.o., cost of material, rental of necessary equipment, as well as subsistence costs, and – if there is a need for overnight stay of personnel – the cost of accommodation. The Buyer agrees to pay the above-mentioned dues based on an appropriate VAT invoice. The service protocol, in the event that the service worker needs to travel, also includes the kilometres travelled, duration of travel, and duration of work.
13. To submit a warranty claim, please complete the “Zgłoszenie reklamacji” [Warranty Claim]. The warranty claim is considered submitted when received at the address of the Warrantor mentioned above. If the warranty is not submitted in accordance with these provisions, any supplier’s liability for warranty is excluded until proper submission is made.
14. A warranty claim shall be confirmed within 7 days of receipt.
15. The warranty claim procedure is concluded with a warranty claim report.
16. The Buyer shall ensure safe and healthy conditions of conducting any activities related to the examination of warranty claims at the location of the light fixtures. If the activities cannot be conducted due to working conditions or involve hazards to workers’ health and lives, ILUM Lighting Sp. z o.o. will suspend the examination of the warranty claim until adequate working conditions are restored. In such event, the warranty period is not extended by the time for which it was impossible to conduct the warranty activities. Failure to provide access to the light fixtures on the mentioned terms for more than 7 day will be regarded as cancellation of the warranty claim.
17. ILUM Lighting Sp. z o.o reserves the right to verify the defects in products covered by warranty at the location where the light fixtures are operated, upon receiving the Buyer’s warranty claim. The Buyer’s failure to provide representatives of ILUM Lighting Sp. z o.o. with access to the equipment complained about within reasonable time at the request of ILUM Lighting Sp. z o.o shall be regarded as cancellation of the warranty claim.
18. The Buyer may request ILUM Lighting Sp. z o.o to conduct paid repair, including post-warranty repair. In such case, the cost of service repair shall be agreed each time according to the rates applied by ILUM Lighting Sp. z o.o, and may cover, as required: the cost of travel, rental of the necessary equipment, manhours of the service personnel, accommodation, materials used up during the service work, additional expert examinations.
19. Anything not addressed by this warranty statement shall be governed by General Terms of Sale and Delivery applicable at the time when this warranty is awarded, to be found at the Manufacturer’s site: ilum.lighting