Innovation is our heritage EST. 1896

## **Outdoor Fixture General Warranty for 5 years**

These conditions apply to Tungsram branded LED Outdoor fixtures (hereinafter: "Products") sold by Tungsram Operations Kft or any affiliate thereof (hereinafter: "Tungsram").

- 1. Tungsram confirms that the Products comply with the relevant IEC standards and are in accordance with the specifications set out in the Tungsram Specification sheets and in the relevant Technical Datasheets.
- 2. The Warranty Period is defined by Product Lifetime and Burning Hours. Warranty commences from date of installation, or date of delivery to Customer plus 30 (thirty) days, whichever expires earlier.

| Products  | Warranty Period   |
|---|---|
| AHIX ALIX AMIX CAMILLA INLUMINO S INLUMINO M INLUMINO L NAVONA NOBILA ODYSSEY OKAPI PIKO SLBT SMBT SMBT SMIX SPINELLA LOW WATT SPINELLA HIGH WATT TLBT TMBT | Up to 5 years or 20,000<br>burning hours, whichever expires earlier |

- 3. Customer must notify Tungsram immediately and in any event within 30 days of discovering the failure of the Product informing Tungsram on such data and circumstances as specified in Section 6 below, and upon request from Tungsram present the records of operating history.
- 4. Failure to inform Tungsram within the 30-day deadline set out in Section 3 above cancels the warranty.

- 5. Tungsram shall not be liable for any defective Product that has not been installed or used in accordance with Tungsram's instructions as provided to users by Tungsram. In particular, all Products must be used in accordance with the following conditions:
  - a. The Product must have been properly wired and installed;
  - b. The Product must have been operated at or below the rated drive current as set out in the Applications Guide;
  - c. The Product must have been operated in environmental conditions which are within the normal specified operating range of the Product including but not limited to temperature, humidity and air movement.
- 6. No LED luminaire shall be deemed defective unless at least ten percent (10%) of the LEDs in the LED luminaire do not light.
- 7. If a Customer wishes to bring a claim against Tungsram under these conditions, it must notify Tungsram Product Service Organization in writing at the contact coordinates written in Section 8 below, using the Tungsram User complaint form (that is available at the Tungsram Product Service Organization upon request specifying the following information:
  - a. Precise details of the defects in the Product (failure mode description);
  - b. Product type;
  - c. Date code;
  - d. Date installed:
  - e. Total number of fixtures installed;
  - f. Hours burned;
  - g. Number of defective fixtures;
  - h. Date failed:
  - i. Switching cycle;
  - j. Conditions at the installation including supply voltage, type of LED transformer/driver if used, type of luminaire, location of installation;
  - k. Contact details for Customer.
- 8. The contact details of Tungsram Operations Product Service Organisation are the following: Tungsram Operations Kft.,

Product Services Organisation,

Building 70, Váci út 77, 1044 Budapest, HUNGARY

- 9. On receipt of written notification of a defective Product, Tungsram will investigate the validity of the complaint. Tungsram shall (at its discretion) be entitled to examine all or only samples of the failed Product to determine the cause of failure and to inspect the luminaires and installation relating to the Product which are the subject of the claim, including attending at the premises of the Customer where the Products are installed. Proof of purchase and records of operating history should be kept and made available for inspection, failure to provide these may invalidate any Warranty.
- 10. Subject to these conditions Tungsram's sole obligation hereunder shall be, at Tungsram's discretion, to
  - Provide replacements for defective Products of the same specification or in the case of obsolete Products, with comparable alternative Products in Tungsram's reasonable opinion, or
  - Issue a credit note to the value of the Products' net sales price pro-rated to the unmet Warranty Period.

11. Tungsram shall have no liability for any labour, installation or to costs related to Product replacement, which may be incurred by Customer, unless expressly otherwise provided for in these Warranty Conditions. Further, Tungsram shall have no liability for any indirect or consequential damage.

Date: 28.10.2020

## **TUNGSRAM OPERATIONS Kft.**

Tungsram Operations Kft. 1044 Budapest, Váci út 77.

Name: Katalin Hujber Name: Peter Schwarcz

Title: Head of PM Projects, Title: Director of Professional Lighting Strategy

**Outdoor and Industrial Solutions**