



## **GENERAL WARRANTY TERMS AND CONDITIONS CONCERNING LUG LIGHT FACTORY SP. Z O.O. LIGHTING PRODUCTS**

### **1. General Warranty Terms**

- 1.1. LUG Light Factory Sp. z o.o., with its registered office on ul. Gorzowska 11, 65-127 Zielona Góra, KRS (National Court Register No. 0000290498), hereinafter referred to as the “Guarantor”, hereby provides the warranty for lighting products, as described in this document.
- 1.2. The Guarantor declares that the above mentioned products are free from manufacturing and material defects, and if used for their intended purpose, they will function properly for a period not shorter than the period of the warranty, subject to the circumstances described in this document.
- 1.3. The Guarantor provides the warranty for products sold for the period of:
  - 5 years for all LUG products with an LED light source
  - 5 years for all FLASH&DQ products
  - 3 years for LUGBOX products
  - 2 years for conventional lighting fixtures (without an LED light source)
  - 1 year for lighting fixtures made for emergency purposes
- 1.4. The warranty is only valid under the following conditions:
  - 1.4.1. The warranty shall only cover manufacturing defects and defects attributable to the reasons inherent in the product, i.e., hidden defects caused by manufacturing defects or hidden defects in materials;
  - 1.4.2. Lighting fixtures should be operated, installed and stored in accordance with the information on the specification sheet and assembly instructions;
  - 1.4.3. Unless otherwise stated on the specification sheet, lighting fixtures by LUG Light Factory Sp. z o.o. are designed for standard working conditions;
  - 1.4.4. Standard conditions are characterised by ambient temperatures ranging from -10°C to +25°C, humidity: <85%, pressure: 690-1060 hPa;
  - 1.4.5. Lighting fixtures should not be used in conditions dangerous to the construction, paint coatings or electrical equipment installed in the lighting fixtures. These conditions include high humidity, high temperature, presence of dust, presence of harmful chemicals in the air, UV radiation, shocks and vibrations;



- 1.4.6. The specification sheet contains a detailed description of the product, together with a general indication of its use, which refers to standard operating conditions;
  - 1.4.7. If the product is intended for use in environments with special technical characteristics, those characteristics are specified in the specification sheet. If no special technical characteristics are mentioned, the use of the lighting fixture should be in accordance with the LUG Light Factory Sp. z o.o. Technical Preparation of Production Branch;
  - 1.4.8. If the conditions in which the lighting fixtures are operated differ from those for which the fixtures are intended, the Buyer, prior to the purchase, shall notify the Guarantor of the conditions at the fitting site, and the Guarantor shall confirm their applicability in such an environment;
  - 1.4.9. The products shall be used according to their purpose and product specification provided (assembly instructions, specification sheet and label). Service reviews shall be carried out and consulted with the LUG Light Factory Sp. z o.o. Technical Preparation of Production Branch if such a requirement is provided in the documentation accompanying the products;
  - 1.4.10. The installation of the products shall be carried out in a professional manner by qualified personnel, in accordance with the terms and conditions set out in the assembly instructions attached to the product and the specification sheet, as well as and in accordance with the rules and technical knowledge;
  - 1.4.11. Modifications of product features or software updates shall be made only by the lighting fixture manufacturer or by a third party assigned by the manufacturer;
  - 1.4.12. All repairs or maintenance of the products shall be made using the manufacturer's guidelines and recommendations;
  - 1.4.13. The products must not be exposed to unintended mechanical and/or chemical congestion, which would threaten the construction of the lighting fixtures, paint coating or electronic components inside the fixtures;
  - 1.4.14. Ambient temperatures and supply voltages shall not exceed the rated values for products in specifications or technical standards.
- 1.5. The violation of the foregoing and other rules stipulated herein shall result in the loss of warranty rights.

## 2. Scope of Warranty

- 2.1. The warranty starts from the date of product purchase by the Buyer, resulting from the VAT invoice confirming the purchase of goods.
- 2.2. The Buyer's rights under the warranty for defects referred to in the Civil Code are excluded. This provision also applies to software.



- 2.3. This warranty only covers product defects resulting from design, material or manufacturing defects, as well as from the fact of exceeding the average nominal failure rate, which for electronic components (power supplies, controllers, ballasts, LED modules) amounts to 0.2% damages per 1,000 h of work unless stated otherwise in the product's technical data sheets/product brochures.
- 2.4. The warranty shall not cover:
- 2.4.1. Any interchangeable components, such as conventional light sources, starters, capacitors, batteries and other components subject to normal wear and tear during operation;
  - 2.4.2. Components provided by external entities, such as hard drives, computers, servers, etc. Those devices may be covered by their manufacturer's warranty, which requires the confirmation of the device manufacturer;
  - 2.4.3. The natural wear and tear of the materials used, such as discoloration or loss of elasticity of plastic parts (e.g. yellowing of polycarbonate shades), fading of paint coatings due to weathering, aging, etc.;
  - 2.4.4. Defects resulting from damaged software, viruses, services related to software upgrades or reboots, faulty component settings, defects due to wear and tear, pollution, third party activity (especially of installers using the products covered by the warranty), etc.;
  - 2.4.5. Defects resulting from the effect of chemical, thermal, mechanical, light or other factors whose impact on the products is contrary to the instructions for use and technical knowledge;
  - 2.4.6. Additional costs associated with the recognition of the warranty and the removal of defects, including the cost of assembly and disassembly of the defective product, the cost of transporting the product to the manufacturer and returning a new or repaired product, and other similar costs. Those costs shall be covered by the Buyer;
  - 2.4.7. Products whose serial numbers, product numbers, lighting fixture names, trademarks or other identification markings have been removed, covered, or made illegible.
- 2.5. A drop in the luminous flux during the product life to 0.6%/1,000 h and colour change of the LED modules are normal phenomena and shall not be covered by the warranty.
- 2.6. The total lighting time of the lighting fixtures per year must not exceed 4,300 h.
- 2.7. The parameters of the new LED lighting fixtures (modules) are covered by a +/- 10% tolerance for luminous flux, power and colour temperature.



### 3. Warranty Claim

- 3.1. Claims should be made using a complaint form, which is available on LUG Light Factory Sp. z o.o.'s website at: <http://www.lug.com.pl/download/dokumenty>
- 3.2. The Buyer submitting the complaint shall be obliged to complete the complaint form and send it immediately to the Guarantor.
- 3.3. All Warranty claims are made to the Guarantor in writing, under pain of forfeiture of the Warranty rights, and sent by fax or e-mail to: [service@lug.com.pl](mailto:service@lug.com.pl) with the enclosed proof of purchase (VAT invoice, cash register receipt or a copy of purchase agreement) and a detailed, documented description of the defect found. Upon receipt of a properly filled out application, a message will be sent to the Buyer about the acceptance of the application together with the number of the complaint.
- 3.4. The Guarantor shall process the complaint within 14 days of the date of the delivery of the defective product and documents stipulated in Section 3.3, subject to the possibility of extending the period, in case of the necessity to carry out detailed technical examinations, which shall be immediately communicated to the Buyer by the Guarantor.
- 3.5. The Buyer returns the faulty item, referred to in point. 3.4. of these General Warranty Terms and Conditions, clearly marking on the packaging the complaint number received from the Guarantor, lack of which may result in the non-receipt of such a shipment by the Guarantor to his warehouse.
- 3.6. The Guarantor shall inform the Buyer in writing, by telephone, fax or e-mail about the outcome of the complaint investigation.
- 3.7. The Guarantor's liability shall be limited to the maximum value of the product on the date of its purchase.
- 3.8. In the event that the Warranty claim is accepted, the Guarantor decides in each case whether to repair a defective product, replace it with a defect-free product, reduce its price or replace it with a product of the same application and similar technical parameters in the case when the subject of the complaint has been withdrawn from the offer.
- 3.9. The Guarantor, when repairing the defective product, allows the exchange of components for used or reconditioned components, which, in terms of performance, functionality and reliability are equivalent to new components and are free from defects and material shortages.
- 3.10. During the course of the warranty process, the repair of the product or its replacement into a defect-free product shall be free of charge.
- 3.11. If, as a result of a warranty claim, any elements of the defective product are replaced, the warranty period shall not be calculated anew.
- 3.12. If the warranty claim is accepted, the Guarantor will undertake necessary actions towards



fulfilling the warranty obligation at the latest within 21 days from the date of informing the Buyer about the way of handling the complaint, unless there are circumstances beyond the control of the Guarantor, which may have an impact on the extension of that time, e.g., the necessity to perform additional laboratory tests or order non-standard components to be used in the repaired lighting fixture, which need to be ordered from suppliers, etc.

- 3.13. If the product is not collected upon the Guarantor's request, the Buyer shall incur the costs of storing the product, or possibly the cost of its return.
- 3.14. The product storing period by the Guarantor is up to 6 months. After this period the product will be returned to the Buyer at his expense.
- 3.15. All costs related to the Guarantor's investigation of an unjustified warranty claim shall be borne by the Buyer.

#### 4. Other Provisions

- 4.1. If the Buyer or any third party designated by the Buyer makes any interference in the fixture, or repairs, alters or removes any defects in the products without the written consent of the Guarantor, any claims under this warranty shall lapse once such interference, repairs, alterations or removals have been made.
- 4.2. The warranty shall also expire if the products are used for purposes other than intended.
- 4.3. If the Guarantor receives a complaint from the Buyer, the Guarantor reserves the right to inspect the defects of the products involved at their place of use. The lack of the Buyer's consent to the performance of such an inspection by the Guarantor or his designated representative shall be treated as a waiver of the warranty claim.
- 4.4. The Guarantor allows the possibility to perform payable service repairs of products, including post-warranty repairs, the terms and conditions of which shall be agreed upon each time between the Buyer and the Guarantor.
- 4.5. LUG Light Factory Sp. z o.o., within the limits of the applicable law, shall not be responsible for any loss, damage, increased costs or expense, for any loss of the possibility to use the product, its functionality, for any damage to the product, any lost benefits, savings, contracts, revenues or any losses or additional costs not resulting directly from the fault of LUG Light Factory Sp. z o.o.
- 4.6. The law applicable to this warranty shall be Polish law.
- 4.7. These General Warranty Terms and Conditions are effective from 1 December 2017 and apply to all orders placed after that date.
- 4.8. Warranty terms and conditions are available on the manufacturer's website: [www.lug.com.pl](http://www.lug.com.pl)