

GENERAL WARRANTY CONDITIONS ON LUMI TEAM LIGHTING PRODUCTS

1. General warranty conditions

1.1. General warranty conditions constitute an integral part of sales agreement and other contracts concluded between LUMI TEAM Sp. z o.o. with its registered office in Wanaty and buyers of the Guarantor's products, unless stated otherwise.

1.2. The terms used herein shall have the following meaning:

1.2.1. **Guarantor** – LUMI TEAM Sp. z o.o. with its registered office in Wanaty, at: Wanaty, Warszawska 2E, 42-260 Kamienica Polska, entered in the Register of Entrepreneurs maintained by the District Court of Częstochowa, XVII Economic Division of the National Court Register, under KRS no. 0000779424, NIP (TIN): 5732910520, REGON (business registry number): 382965000.

1.2.2. **Buyer** – purchaser of the Guarantor's Products. Only entrepreneur, as specified in art. 43 ¹ of the Civil Code might be a Buyer, who is not a consumer, as specified in art. 22 ¹ of the Civil Code;

1.2.3. **Parties** – jointly Guarantor and Buyer;

1.2.4. **GWC** – these General Warranty Conditions on LUMI TEAM lighting Products;

1.2.5. **Product/Products** – Products offered by a Guarantor, which are subject to the sales agreement or other agreement with a Buyer;

1.2.6. **Complaint notification form** – information provided to the Guarantor by the Buyer on the basis of principles specified in section 2 of GWC regarding exercise of the Buyer's rights resulting from this guarantee.

1.2.7. **Warranty claim** – Buyer's right in the event of any Product flaws and defects on the basis of the principles specified in these GWC.

1.3. Guarantor shall provide a warranty based on the principles described in these GWC and declares that offered Products are free of manufacturing and material defects. During use in accordance with their intentions and Guarantor's recommendations, their proper functioning period shall not be shorter than the warranty period, subject to exceptions not covered by the warranty protection in section 1.8 of the GWC below.

1.4. Unless the Parties agree otherwise and/or unless the Product's technical data sheet states otherwise, the Guarantor grants a warranty for the Product for a period of 5 years.

1.5. Warranty conditions shall be as follows:

1.5.1. Warranty applies solely to manufacturing, material flaws, as well as hidden flaws and defects which result directly from them and therefore prevent the proper operation of the Product;

1.5.2. Purchased Products shall be used, installed, maintained and stored in accordance with guidelines included in a specification sheet and assembly instructions during whole warranty period, otherwise the rights to claim described in GWC shall be lost. If the documentation attached to the Product includes maintenance services consulted with the Guarantor, they shall be performed in the given time in order to preserve the warranty;

1.5.3. Guarantor hereby stipulates that the LUMI TEAM lighting fitting could be used in non-standard work conditions, if expressly indicated by the Guarantor in specification sheet of given Product, otherwise the right to claim described in GWC shall be lost. Parameters of standard conditions are as follows: ambient temperature from -20°C to +30°C, humidity <85%, pressure from 690 hPa to 1060 hPa;

1.5.4. If LUMI TEAM luminaires shall work in conditions deviating from the conditions described in a specification sheet of the Product, the Buyer shall be obliged to demonstrate assembly place conditions to the Guarantor. After their analysis, the Guarantor may issue written confirmation of using the Products in individually determined conditions and ensure extended/non-standard warranty protection or refuse it;

1.5.5. Buyer must not expose Products for unlawful mechanical and/or chemical overloading, which endanger luminaire structure, powder coating or electronic components inside the lighting fitting or situations, when

ambient temperatures and voltage of the main circuit exceed nominal values determined in the technical specification or standards of given Product, otherwise the right to claim described in GWC shall be lost;

1.5.6. Buyer is obliged to ensure that the Product shall be installed by an authorized personnel, in accordance with the technical craft and knowledge, pursuant to all guidelines and conditions determined in a specification sheet and assembly instruction attached to the Product, otherwise the right to claim described in GWC shall be lost.

1.5.7. Maintenance of the Product shall be performed by an authorized person in accordance with the technical craft and knowledge, pursuant to all Guarantor's recommendations;

1.5.8. Only the Guarantor or a designated by him entity shall be allowed to perform a repair of the Product, modify functions of the Product or update the software/control system;

1.6. In case of breach of conditions determined in the specification sheet of the Product, in the assembly instructions and in this document, the warranty rights do not apply.

1.7. The warranty granted by the Guarantor starts from the date the invoice for the Products is issued and is valid only if the Products are paid in full.

1.8. According to art. 558 § 1 of the Civil Code, the rights of the Buyer referred to in art. 556 (and subsequent articles) of the Civil Code shall be excluded under any statutory warranty of the Products.

1.9. Warranty protection of the Products does not apply in the following cases:

1.9.1. Breaking the original seal from the Product, which is considered as interference in the construction of the luminaire.

1.9.2. Application of LUMI TEAM lighting fitting – contrary to the recommendations from specification sheet of the Product – in the ambient conditions which put the construction, powder coating or the electrical equipment installed in the luminaire at the risk of damage, affects the annulation of warranty protection. Environmental conditions with negative effects on the Product include: high humidity, temperature, dust, non-neutral chemicals in the air, UV, as well as shocks and vibrations;

1.9.3. Warranty granted by the Guarantor shall not cover components or products supplied by external entities, However, aforementioned products might be covered by their manufacturer's warranty.

1.9.4. Natural wear and tear of materials used during luminaire production shall not entitle the user to exercise the warranty claim. Natural wear and tear shall include: discolourings (e.g. yellowing of PC and PMMA optics), flexibility reduction of the plastic components, tarnish of the powder coating due to atmospheric conditions, ageing of the Product.

1.9.5. Parameters of new LED luminaires have +/- 10% tolerability for the luminous flux, power and colour temperature. Reduction of luminous flux during Product life cycle to 0.6%/1000 h and LED module colour change are perfectly normal, therefore not covered by the warranty.

1.9.6. Warranty protection does not apply if the Product was damaged due to improper maintenance (appendix 1);

1.9.7. Warranty does not cover the defects resulting from software damages, viruses, software updates, forced restart, wrong component settings or resulting from wear and tear, pollutants or third party activities without prior consent of the Guarantor (e.g. installers using the Product covered by the warranty);

1.9.8. Products with removed, covered or illegible serial numbers, article numbers, setting names, signs designating the manufacturer or other markings which allow their identification as LUMI TEAM Products, are not subject to the warranty;

1.9.9. Warranty shall expire if the Products were not used according to the Guarantor's recommendations, particularly in the event of the safety standards breach within the scope of assembly;

1.9.10. In case of random events, force majeure and misuse of the Buyer, warranty of the Guarantor shall not be applicable.

2. Warranty claims

2.1. A Buyer's complaint notification form shall be submitted in writing - by letter (Wanaty, Warszawska 2E, 42-260 Kamienica Polska) or by e-mail (info@lumiteam.pl), using complaint notification form template available on: www.lumiteam.eu

2.2. Proof of purchase (VAT invoice, Sales agreement copy) along with photographs and detailed description of the flaw which is the reason of complaint shall be attached to the Complaint notification form.

2.3. After confirming the reception of the complaint by the Guarantor, the Buyer shall deliver the defective Product to the address: Wanaty, Warszawska 2E, 42-260 Kamienica Polska, and place received warranty number on the package. If there is no warranty number on the package of complained Product, it may not reach the Guarantor's warehouse.

2.4. Complaint shall be considered within 15 working days from the date of delivery of the claimed Product to the indicated address. If detailed technical tests are necessary, the time limit for processing the complaint might be extended, of which the Buyer shall be promptly informed by the Guarantor. If necessary, Guarantor will ask the Buyer to complete the information regarding Complaint notification form. Failure in providing such information shall result in rejection of the Complaint notification form.

2.5. Buyer shall be informed by the Guarantor about consideration of the Complaint notification form in writing, by phone or e-mail.

2.6. After accepting the Complaint notification form, Guarantor shall inform the Buyer about method of processing the complaint.

2.7. After accepting the Complaint notification form, the Guarantor shall select one of the following methods of warranty claim processing: repairing the defective Product, providing the replacement, exchanging for the same Product with the same application and similar technical parameters or refunding the amount corresponding to the purchase price, if the Product covered by the warranty was withdrawn from the offer and replacement is not available.

2.8. Warranty claim shall be processed within 10 working days from the date of providing information to the Buyer regarding the method of processing Complaint notification form. Aforementioned period may be extended due to reasons beyond the Guarantor's control (e.g. necessary additional laboratory tests or ordering custom components), of which the Buyer shall be informed.

2.9. During repair of the defective Product, the Guarantor may use components free from defects and material flaws which are used or subject to regeneration, if their parameters (capacity, functionality and reliability) are compatible with new components.

2.10. After accepting the Complaint notification form and exchanging the defective Product for a new one, warranty period shall be renewed since the delivery date of the Product free from flaws. If the Guarantor replaced or performed material repair of the Product component, extended warranty period shall only apply to the replaced or repaired component.

2.11. Guarantor shall be liable for the defect up to the maximum value of the Product on the day of its purchase.

2.12. Guarantor shall acquire possession of the claimed defective Product after replacing it for a new Product.

- 2.13. Guarantor shall not bear the costs of the Product disassembly, its shipment to the manufacturer, but only the removal of defects or replacement of the Product with a defect-free one and transport of a functioning Product to the Buyer.
- 2.14. If the Complaint proves to be unjustified due to lack of a defect or non-compliance with GWC, the Buyer is obliged to collect the Product at the Guarantor's registered office within the specified term. If Buyer fails to collect the Product within 15 working days from the date of receiving information regarding possibility of collecting repaired/exchanged Product, the Guarantor shall be entitled to charge storage fees in the amount of 10% of Product value for each commenced month or ship the Product back at the expense of the Buyer. If the buyer does not pay the storage fee, the moment it reaches 100% of Product value the Guarantor becomes the rightful owner of the Product. In such event, Buyer shall also bear costs of necessary Product tests incurred by the Guarantor with regard to unjustified Complaint notification form.

3. Other conditions

- 3.1. If the Buyer or third parties designated by the Buyer perform any modifications of the Products, in particular: repairs, changes or removal of Product defects, without prior written consent of the Guarantor, all claims under this warranty shall expire at the moment of their performance.
- 3.2. Guarantor shall have the right to inspect reported defects of the Product at the place of its installation in person or through a designated representative. If the Buyer does not consent for such inspection, the claim shall be deemed unjustified.
- 3.3. Guarantor determines cause of the module failure on the basis of an expert opinion commissioned solely on his behalf.
- 3.4. Buyer may use the services provided by the Guarantor within the scope of paid service repairs of LUMI TEAM Products, as well as within the scope of post-warranty repairs. Conditions of providing the services shall be determined individually between Buyer and Guarantor.
- 3.5. Guarantor shall not be liable for any property or personal damages and losses, as well as costs and expenses, including lost profits, incurred by the Buyer due to the failure and temporary inability of the Product use resulting from its damage. Guarantor shall not be liable for any property or personal damage, losses or additional costs which are not directly attributable to the Guarantor.
- 3.6. Guarantor shall not be liable for Product damage resulting from changes in power supply at the place of Product application, in particular voltage spikes, too high/low voltage and current pulsation control systems which fail to meet determined criteria necessary for the Products, including those defined in relevant standards (e.g. EN 50160 standards).
- 3.7. These General warranty conditions hereby determine all obligations of the Guarantor regarding the Buyer.
- 3.8. Any modifications to these warranty conditions may be implemented only after obtaining written consent of the Guarantor. Representatives, distributors, dealers and clients are not able to amend or extend warranty conditions without obtaining consent of the Guarantor.
- 3.9. This warranty shall be governed by Polish law.
- 3.10. The Guarantor reserves the right to unilaterally change or modify the warranty terms and conditions. The General Warranty Conditions shall be amended by publishing subsequent versions on the website, with the proviso that contracts concluded prior to the entry into force of the new GWC shall be governed by the GWC valid at the time of their conclusion.
- 3.11. If any GWC provision is found to be invalid or unenforceable, the remaining provisions will remain effective.
- 3.12. Warranty conditions are available on the website of the manufacturer: www.lumiteam.eu

Guarantor's Management Board.

APPENDIX 1: MAINTENANCE

User information

Maintenance shall ensure trouble-free operation of the luminaire and its optimal parameters for as long as possible. First maintenance during assembly shall ensure optimal performance. To ensure trouble-free operation of the luminaire, observe the following recommendations, regardless of the IP degree of protection and assembly method.

1. Clean the luminaire (body, glasses/lenses, screws, radiators and housing of the light-sensitive switches) from dust and dirt with a damp cloth - use widely available cleaning agents. Wipe dry with a soft cloth. Do not use corrosive substances or solvents. Aiming high pressure water directly at the luminaire during cleaning (e.g. with a pressure washer) may result in its damage.
2. Make sure the body of the luminaire has no damages. If you notice any damage, stop the assembly process as components may have to be replaced.
3. During the assembly of luminaire with light-sensitive switches and motion sensors, make sure lighting control switches are not obscured by the surroundings elements.
4. Ensure that the cable gland and power cord are not damaged. The cable gland should surround the power cord without the possibility of movement.
5. Ensure that screw connections of the housing used during the assembly are not loose. Tighten loose screws in order to prevent their movement. If the fixture is exposed to strong vibrations, glue for threaded connections must be used in accordance with the recommendations of the fixture's assembly instructions.
6. Opening the luminaire is not necessary to install it. According to general warranty conditions, all warranty claims shall expire after any lighting fitting modifications implemented without obtaining prior written consent of LUMI TEAM. Exceptions include luminaires with assembly instructions which allow their opening during the assembly process. In such case, while opening the luminaire, please check:
 - seals condition (whether they are damaged, broken or desiccated) and their location (in case they moved);
 - corrosion and oxidation tracks (corrosion and oxidation indicate that the luminaire's tightness was disrupted and water might have gotten into the luminaire);
 - grounding conductors (which cannot be loose and their clamps cannot be damaged or bear signs of oxidation – this applies to luminaires of protection class I);
 - plastic elements (without any mechanical damages, e.g. cracks – this applies to luminaires of protection class II);
 - screw connections inside the luminaire (tighten loose screws, if any, in order to prevent the components from moving).
7. In order to maintain the optimal value of the luminous flux of the luminaire, dirt cannot be allowed to remain on the luminaire, therefore it is necessary to repeat the maintenance activities described in point 1 at least once every 12 months.

IMPORTANT:

1. Only a person with appropriate authorizations can perform assembly and maintenance of the luminaire.
2. Only LUMI TEAM or designated third party shall be allowed to repair damaged lighting fitting.