

# QUALITY GUARANTEE FOR GOODS

## Terms and conditions of guarantee (effective as of 2016-10-06)

Lumiverso S.C. Dominik Wagner, Szymon Kowiel ul. Krakowska 29E 50-424 Wrocław NIP number: 8971766944

### §1 . General Terms and Conditions

1. The Seller guarantees proper functioning of the goods and provides a quality guarantee. The Buyer shall be obliged to follow the operating instructions and the legal regulations and standards applicable in the country of use.
2. The proof of purchase is the guarantee document that entitles the Buyer to exercise their guarantee rights. The guarantee is only granted to the party that purchases the products (the Buyer) directly from Lumiverso s.c.
3. The date of purchase shall be determined based on the proof of purchase of the goods (receipt, invoice), however, no later than 30 days from the date of receipt/dispatch of the Products (delivery note/warehouse document/waybill).
4. Any failures or defects discovered within the guarantee period shall be repaired by the Seller free of charge.
5. Dimming and control systems do not affect the guarantee period.
6. For business entities, this guarantee replaces the warranty. As regards natural persons not engaged in business activity, they may assert their rights alternatively, under the guarantee or warranty.
7. The Seller shall not be held liable for any incompatibility of the goods with the devices into which they are to be fitted. Any questions regarding compatibility of the products, comments and reservations can be submitted prior to purchase by telephone, at 500 301 443 or by e-mail, at: [info@lumiverso.com](mailto:info@lumiverso.com)
8. The Seller reserves the right to send an authorised representative to the Buyer for inspection of the Product. At the Seller's request, the Buyer shall be obliged to make the Product itself, its installation site and all technical and operating documentation related to the use of the Product and/or its installation available to the Seller's representative.
9. Any goods submitted for servicing and not collected after a period of three months from the date of informing the Buyer on how the complaint was handled shall be disposed of.

### §2 . Guarantee coverage

1. Unless otherwise specified on the sales document, the guarantee period is 24 months from the date of purchase.
2. The guarantee for products using LED technology does not cover damage and natural deterioration of product performance if the L70B50 lumen depreciation criterion described in IEC 62717 is met over a period of 50000 hours (unless otherwise stated in the product specification).
3. A maximum product lifetime of 4000 hours per year is assumed, as well as a nominal failure rate for electronic components such as power supply units, controllers, etc. at the level of 0.2% per 1000h of operation.
4. The guarantee period covers the number of years or hours, whichever comes first, at 25°C ambient temperature for indoor products and 35°C ambient temperature for outdoor products (unless otherwise stated in the product specification).
5. This guarantee excludes the Seller's liability to the Buyer for, among others, installation of the products,

providing access to the products (scaffolding, lifts, etc.), special, incidental and consequential damage (including loss of profits, damage to property or other costs not listed previously).

### **§3 . Terms and conditions of guarantee**

1. In order to initiate the complaint procedure, the faulty goods must be delivered at the Buyer's risk and expense to the Seller's registered office: **Lumiverso S.C. ul. Krakowska 29E 50-424 Wrocław**. The defective goods should be complete, i.e. with equipment and in the same configuration, in which they were purchased by the Buyer. Otherwise, the Seller may refuse to accept such goods for repair. If the complaint is accepted, the costs of sending the product back to the Buyer at the address indicated on the complaint form shall be covered by the Seller.
2. The Buyer shall be obliged to enclose a duly filled in complaint form to the faulty goods. The form can be downloaded at: [http://www.lumiverso.com/pdf/formularz\\_naprawy.pdf](http://www.lumiverso.com/pdf/formularz_naprawy.pdf)
3. The Seller undertakes to repair the defective goods within 14 working days from the date of receiving the goods to the service centre. In case of particularly difficult repairs or if the repair requires importing parts from abroad, the repair period may be prolonged. The Seller shall be obliged to immediately inform the Buyer about the expected extension of the repair time after the relevant arrangements have been made. The deadlines specified above shall not apply in case of a delay in payment beyond 7 days from the expiry of the deadline. In said case, the deadlines for removing the defects and damage to the goods shall be suspended by the date the contracting party settles the debt in full and shall not be binding upon the Seller's service centre; the Buyer, for their part, consents to keeping the goods accepted by the Seller's service centre as a deposit.
4. The guarantee shall be prolonged by the time the goods stay at the Seller's service centre, calculated from the date of their receipt at the Seller's service centre by the time the Seller's service centre completes their repair.
5. The Seller may, at its discretion, repair or replace the faulty luminaire or refund the paid price. With the Buyer's consent, it is also possible to reduce the price of the goods. If the Seller repairs the defect using any of the methods indicated in the previous sentence, the Buyer's claims regarding the defect in question shall be deemed exhausted.
6. If the Seller decides to replace the Product but is unable to do so due to unavailability or discontinuation of the Product, the Seller may replace the Product with another, comparable model (which may differ slightly from the Product in terms of design and technical specification).
7. The guarantee shall not commence anew as a result of the Buyer' rights being exercised under the quality guarantee or the Seller' performance of its obligations under the quality guarantee. This shall also apply if the goods have been replaced with goods free from defects.
8. The Seller's total liability for any claims (contractual and tort liability) is limited and cannot exceed the original purchase price of the Product.

### **§4 Loss of guarantee rights**

Guarantee rights shall be lost by the Buyer in case of:

1. Any defects or damage to the goods caused by fire, lightning, flood, power surges etc., as well as any defects caused by circumstances beyond the Seller's reasonable control.
2. Unauthorised repairs carried out by persons not authorised by the Seller.
3. Damage or destruction of serial numbers or bar codes on the device.
4. Mechanical, chemical, thermal or intentional damage to the goods and defects caused by it.
5. Damage due to insufficient or incorrect maintenance.

6. Damage due to improper use or use contrary to the instructions, installation in breach of any applicable standards, rules or instructions, including in particular the latest regional industry standards for safety (including electrical), storage, maintenance and adjustment.
7. In case of any malfunction of the products (physical defects) within the guarantee period, the Buyer shall immediately discontinue using the products and initiate the complaint procedure in accordance with §3 no later than within 14 days from the date of discovering the said fact.

## **§5 . Final provisions**

1. If the complaint proves to be unjustified, the Seller may charge the Buyer with the costs of returning the Product plus the costs of tests and related administrative costs (including the costs of travel of the Seller's representative to the installation site, in accordance with the provisions of Regulation of the Minister of Infrastructure of 25 March 2002, or the costs of expert opinion at a fixed hourly rate).
2. The Buyer shall be obliged to keep the proof of purchase of the goods and/or proof of delivery and the service document.
3. These guarantee provisions are issued in writing at the time of purchase of the goods at the Buyer's request. These guarantee provisions shall also be binding upon the Buyer if no guarantee provisions have been delivered in writing.
4. The Buyer shall be obliged to familiarise themselves with these guarantee and maintenance arrangements listed in the guarantee card. The Seller is under no obligation to inform the Buyer of the terms of the guarantee, with which everyone should familiarise themselves before making a purchase. The terms and conditions of guarantee are published on the Seller's website in the form of a PDF file, at:  
[www.lumiverso.com/pdf/gw.pdf](http://www.lumiverso.com/pdf/gw.pdf)
5. **The provisions of the Civil Code and the Act of 27 July 2002 on the specific conditions of consumer sales apply to all matters not covered by this guarantee.**