

GENERAL WARRANTY TERMS

1. INTRODUCION

The warranty which is set out in this document, applies to luminaires and other products provided by ATM Lighting Sp. z o.o. (otherwise the Seller, Producer or the Manufacturer). This guarantee is only granted to the Buyer of the product (otherwise the Purchaser or the Customer) directly from ATM Lighting Sp. z o.o. The warranty covers defects in the production of products that prevent them from being used in accordance with their intended purpose or resulting in a decrease of the value in use. The warranty covers only defects of the product, such as hidden defects arising from manufacturing or hidden defects in material, and does not cover any defects arising out of the use of the product in any way not in accordance with its intended purpose and / or not in accordance with the "Service and Operation Manual" accompanying the product. Parts subject to natural wear are not covered.

2. MAIN CONTENT

- a. The Seller grants the warranty to the Purchaser only, excluding the intermediaries, for a period of 2 years from the date of purchase.
- b. The warranty claim must be reported to the Manufacturer by means of a complaint form up to 7 calendar days from the date of defect detection and contain the following information (additional information may be requested in special cases):
 - Invoice number;
 - Order number;
 - The name and serial number of the defective product;
 - Detailed description of the problem by application form (downloadable from the manufacturer's website);
- c. If the warranty claim is found to be reasonable, the Manufacturer will bear the cost of shipping by the cheapest transportation or other mutually agreed upon with the Purchaser. If the product is not considered faulty or not satisfies the warranty, the Customer may be charged for product shipment, as well as the costs of performed tests and associated handling costs.
- d. If the product covered by this warranty is returned by the Buyer during the warranty period and the Manufacturer confirms that the product is defective and meets the terms of given warranty, the manufacturer will repair or replace the product or defective part of the product. In no event the manufacturer will pay for the costs of uninstalling and reinstalling the Product, including labor costs.
- e. The manufacturer grants a standard guarantee (in accordance with the general terms and conditions of the guarantee) for the delivered products or may, upon request, extend the warranty. In this case, the extension conditions should be specified in detail.
- f. The condition for the guarantee is that the product is properly installed in accordance with the "Service and Operation Manual" provided by the personnel qualified to operate the equipment, installations and electrical networks and in the case of explosion-proof products in accordance with the applicable regulations, national and international law.
- g. The products must be operated in accordance with the product data sheet and "Service and Operation Manual" attached to each luminaire.
- h. In some cases of complaints (especially in explosion proof equipment and emergency modules) may be required at the request of the Manufacturer to provide a record of the operation and maintenance of the advertised equipment.
- i. Buyer may order from ATM Lighting Sp. z o.o. making repairs as well as post-warranty repairs for payment. In this case, repair costs will be determined individually, and may include, as required: travel costs, hire of necessary equipment, serviceman work hours, accommodation, materials used during service work, additional expertise.
- j. The claim is subjected to examination within 21 working days from the date of delivery of advertised goods to the premises of ATM Lighting Sp. z o.o., or if more luminaires need to be checked at the place of installation, then from the date of access to advertised luminaires, together with a completed complaint form. If a complaint requires a detailed technical examination, the time will automatically be extended by the time needed to complete the examination. ATM Lighting Sp. z o.o. will inform the Purchaser immediately if extended date of the complaint settlement is required.

k. ATM Lighting Sp. z o.o. reserves the right to verify the defect of the goods covered by the warranty at the place where the luminaires are operated, under unaltered operating conditions at which defects occurred after receipt of the complaint. Purchaser is also obliged to provide the servicer with proper access to the goods covered by the application, including access to luminaires mounted at high altitudes or other difficult areas. If above conditions will not be fulfilled at the set time, the advertisement is treated as a withdrawal from the complaint.

l. The warranty procedure ends with the preparation of a complaint protocol signed by representatives of the Producer and Buyer.

m. The Purchaser is obliged to provide safe and hygienic conditions for handling complaints at the place of operation of the luminaires. In case the operation is not possible due to working conditions or the threat to the health and life of ATM Lighting Sp. z o.o. representative the Manufacturer may refrain from adjudicating the complaint until the appropriate working conditions are met. In such case the warranty period is not extended by the time when it was not possible to perform warranty operations. Failure to provide access to luminaires under specified conditions for a period exceeding 7 calendar days shall be considered as waiver of the complaint.

3. ADDITIONAL WARRANTY LIMITATIONS

a. The warranty does not cover possible costs of assembly and disassembly of products or transport of the advertised goods.

b. The warranty does not cover wearing parts such as capacitors, ignitors, batteries and light sources, except for LED modules, which are treated as an integral part of the lighting fixture.

c. Any self-tampering with luminaire construction, alteration and unauthorized repairs, except maintenance, ie cleaning of luminaires and replacement of light sources (not applicable to LED modules), the use of luminaire not in accordance with its purpose and additional conditions supplied in "Service and Operation Manual" result in immediate loss of the manufacturer's warranty.

d. The guarantee doesn't include decrease of the luminous flux resulting from the aging of the light source.

e. In the case of LED luminaires the warranty does not apply to:

- Stream and power loss (according to EU Regulation 1194/2012 or later);
- Change of temperature color to less than ($\pm 10\%$);
- Extinguish a single LED in the LED module, unless the number of LEDs that have been extinguished exceeds 10% of all LEDs on the module.

f. ATM Lighting Sp. z o.o. is not responsible for providing appropriate admission conditions, necessary for safe and stable work of delivered products. The guarantee doesn't cover damage of delivered products if above conditions were not provided.

g. To the extent permitted by applicable law ATM Lighting Sp. z o.o. is excluded from any liability for loss, loss of any benefit, loss of use of the Product, loss of Product functionality, loss of contracts, loss of transactions, loss of revenue or anticipated savings, increased costs or expenses and any other indirect, consequential or special loss or damage.

h. The Producer's Warranty is withdrawn in the event of non-payment by the Purchaser of all receivables related to the transaction.

i. The terms of this guarantee define the Seller's entire liability and obligations towards the Buyer and remedies available to the Buyer for providing by the Seller defective or incompatible with description products.