



CLEONI - LIGHTING MANUFACTURER
Rożnowo, ul. Usługowa 19, 64-600 Oborniki
cleoni.pl

CLEONI sp. z o.o.
Rożnowo, ul. Usługowa 19
64-600 Oborniki
TIN: 6060059810
REGON: 300870737

WARRANTY TERMS AND CONDITIONS

§1 General Provisions

- 1) CLEONI sp. z o.o., hereinafter referred to as the Warrantor or CLEONI, grants the purchaser, hereinafter referred to as the Warranty Holder, a warranty for any product covered by the warranty referred to below.
In order to be entitled to benefit from the warranty, the Warranty Holder must meet the requirements referred to later in this §1.
- 2) Entrepreneurs, legal entities and special purpose funds organised under public law (public sector) based in the European Union, Switzerland, Liechtenstein or Norway who have purchased products covered by this warranty (hereinafter referred to as Products) from CLEONI or from a seller in accordance with §6 shall be entitled to the warranty.
- 3) The warranty covers only Products bearing the „CLEONI” label of CLEONI Sp. z o.o., which are used by the Warranty Holder in the European Union, Switzerland, Liechtenstein or Norway.
- 4) The three-year and five-year warranty covers only Products based on LED technology.
- 5) The two-year warranty covers other Products.
- 6) The duration of the warranty is assigned next to each Product in the CLEONI price list.
- 7) The warranty covers only Products used as intended or with normal use, i.e.:
 - At an ambient temperature not exceeding in any case the operating temperature range of -20°C to + 35°C;
 - Provided that the relative humidity of the installation does not exceed 80% RH in any case, nor does it exceed the maximum humidity levels relating to the degree of protection (IP) of the Product, if specified;
 - Products are subject to no more than 50000 duty cycles (where a duty cycle is defined as 30 seconds "on" and 30 seconds "off");
 - The electrical system in which the Product operates is not subject to mains voltage fluctuations exceeding +/- 10% from 230V.
- 8) Any other applicable contractual or statutory rights of the purchaser of the product with respect to CLEONI Products shall remain unaffected by this warranty unless they cannot be lawfully excluded. To the extent that it is lawful to do so, CLEONI's liability for the Product is excluded, in particular under implied warranty for defects.
- 9) Representatives, distributors and dealers are not authorised to make any warranty changes, warranty adjustments or warranty extensions on behalf of CLEONI.
- 10) A correctly lodged complaint should include:
 - Number of defects
 - Name and index of the defective Product
 - Detailed description of the problem
 - Purchase invoice number from CLEONI
 - In the case of installation of the Product, a report confirming that the Product has been installed by a duly authorised person.
- 11) CLEONI will consider the complaint as soon as possible, not exceeding 30 calendar days from the date of receipt of the complete documentation related to the complaint. When, in order to consider the complaint, it is necessary to carry out specialist examinations ordered by CLEONI to another entity, or when, in order to consider the complaint, it will be justified to extend this period, CLEONI will inform

- the Warranty Holder of the expected time limit for considering the complaint.
- 12) Consideration of the complaint is understood as notifying the Warranty Holder in writing or by e-mail (to the address indicated by the Warranty Holder) about the decision taken by CLEONI regarding the submitted complaint.
 - 13) Warranty repairs will be carried out after the complaint has been accepted within 14 days, with the exception of special cases where the defect is not permanent and a longer diagnostic period for the Product is necessary.

§2 Scope and Basic Principles of the Warranty

- 1) CLEONI warrants that the Product, including its individual structural parts, is free from manufacturing and/or material defects during the warranty period referred to in §5.
- 2) The basic requirement for obtaining service under this warranty is that the Product is installed by a qualified technician at the premises of the Warranty Holder in accordance with the installation instructions and generally recognised technical rules and standards, and that the Product is used by the Warranty Holder in accordance with the intended use and specifications of the CLEONI Product.
- 3) The warranty does not cover the following characteristics of the Product or defects in the Product:
 - a) Tolerances :
 - i. +/- 150K in the colour temperature of the LED modules,
 - ii. Up to +10% of the power consumption of the LED-enabled devices,
 - iii. +/- 10% in relation to the specified luminous flux values.
 - b) Change, discolouration or brittleness of the plastic structural part of the product resulting from the natural ageing process.
 - c) Settings or parameterisation of lighting systems.
 - d) Defects or damage to the Product caused by improper assembly or use, e.g. in the event of unprofessional assembly and/or attempted repair.
 - e) Integral parts or consumables used in the Product that must be replaced regularly as a matter of principle, e.g. batteries, rechargeable batteries, emergency lighting modules, mechanical wear parts, etc., as well as damage to other parts of the Product as a result of failure to replace parts or consumables in good time,
 - f) Defects or damage to the Product resulting from exceeding the threshold values in relation to ambient temperature and voltage, or resulting from exceeding other threshold values provided for in the specifications of the Product.
 - g) The warranty does not cover damage caused by events such as: lightning, overvoltage in the power or telephone line, mechanical impact, fire, flooding or other uncontrollable phenomenon, independent of CLEONI.

§3 Assertion of Warranty Claims

- 1) Claims under this warranty, referred to in § 1 point 10, should be sent to CLEONI in writing or by e-mail to the following address: CLEONI Sp. z o.o., Rożnowo ul. Usługowa 19, 64-600 Oborniki, or CLEONI@CLEONI.pl
- 2) At CLEONI's request, the Warranty Holder must deliver at its own expense and risk the defective Product to CLEONI for inspection. If the Warranty Holder refuses to deliver the Product, CLEONI shall have no obligation to provide the warranty service in accordance with this warranty.

§4 Scope of Service

- 1) If the warranty claim is justified, CLEONI shall provide the following services under the warranty:
 - a) free of charge repair of the defective Product at CLEONI's premises, or
 - b) supply of a replacement of the same or equivalent Product, or
 - c) reimbursement of an appropriate sum by way of reduction of the purchase price.If the warranty service consists of replacing the Product with the same or an equivalent one, CLEONI reserves the possibility of a deviation regarding the design and/or characteristics of the Product from the original Product resulting from technical progress.

- 2) As part of the repair of the Product CLEONI may use new or recycled materials (fully functional and tested) as replacement parts.
- 3) CLEONI shall not provide the Warranty Holder with any replacement product during the warranty period for the duration of the repair.
- 4) The warranty period shall not be extended or renewed due to a warranty claim.
- 5) No claims for compensation or reimbursement of any expenses shall be made under this warranty. In particular, CLEONI shall not compensate for any damage resulting from loss of use of the Product, consequential damage or damage due to loss of profit; CLEONI shall also not be liable to compensate for the costs, for example, of assembling and/or dismantling the Products (including the costs of scaffolding, lifting equipment, etc.), costs for the assembly, storage, transport and/or dispatch, costs for the disposal of the defective Product, costs for the parameterisation and/or commissioning of the lighting systems, costs for, inter alia, updating the Product's software (unless the update has been made as part of a free repair under this warranty).
- 6) In the event of an unjustified assertion of a warranty claim, the Warranty Holder must reimburse CLEONI for the expenses incurred for the inspection and testing of the Product, including any shipping and return costs.
- 7) Delivery of the Product (repaired, replaced or reduced price) to the Warranty Holder after the warranty claim has been accepted is at the expense of CLEONI.
- 8) If, as a result of a positive consideration of the warranty claim, the Product is replaced with a new or equivalent one, the defective Product shall, at CLEONI's discretion, at the time of replacement become the property of CLEONI or remain the property of the Warranty Holder - according to the statement made in this respect in writing by CLEONI.

§5 Beginning and End of the Warranty

- 1) The warranty period for the Product shall commence on the date of the invoice issued by CLEONI to the first purchaser of the Product.
- 2) The warranty period shall end in accordance with §1 items 4-6 after the above-mentioned date of the first invoice.

§6 Transfer of Warranty

- 1) If the Product covered by this warranty is sold by the Warranty Holder to a subsequent purchaser, the latter shall be subrogated to the rights of the original Warranty Holder, provided that the purchaser fulfils the requirements set out in §1 with regard to the material, personal and territorial scope of application of this warranty.
The warranty shall be granted to the Warranty Holder who will replace the previous Warranty Holder to the extent and under the conditions set out in these Warranty Terms and Conditions. In particular, the new Warranty Holder shall also assume the obligation referred to in § 1(10) to submit with the application the proof of origin of the Product and to prove that the warranty period is still valid.
- 2) The warranty period shall not restart or be suspended or extended as a result of further sale of the Product by the Warranty Holder or the purchaser.

§7 Final Provisions

- 1) The warranty shall be governed by Polish law, to the exclusion of international law, in particular the UN Convention (CISG).
- 2) Any disputes which may arise in connection with these terms and conditions of warranty shall be settled by the materially competent court for the registered office of CLEONI..