

## GENERAL TERMS AND CONDITIONS OF GUARANTEE (GTG) FOR SALES

LENA LIGHTING S.A. grants to the Buyer the Basic Guarantee for luminaires sold, for the period of two years following the date of sale to the Buyer. This Guarantee is not applicable to consumers, who are subject to other terms and conditions of guarantee granted by LENA LIGHTING S.A., included in separate documents provided by LENA LIGHTING S.A. to consumers, and in provisions as indicated in Clause 17.

Upon Customer's request, following thorough analysis of given order, LENA LIGHTING S.A. can grant Extended Guarantee, for the period of three years, or Non-standard Guarantee, for the period of five years, subject to additional fee. Agreed terms and conditions of Extended Guarantee or Non-standard Guarantee shall be included in custom documents.

Guaranteed annual lifecycle of luminaires is 5,000 hours. Detailed terms and conditions:

1. The Guarantee whose terms and conditions are included in this document is applicable to luminaires sold in all countries by LENA LIGHTING S.A. and LUXMAT sp. z o.o. This Guarantee is granted solely to the party purchasing Product directly from LENA LIGHTING S.A or LUXMAT sp. z o.o., is not-transferable, and not applicable to successive customer (next owner of goods).
2. Subject to the Guarantee are production defects in luminaires preventing their intended use. The Guarantee covers solely defects in goods, that is latent defects due to production process or latent defects in materials.
3. When analysing the Guarantee Claim its grounds are assessed considering technical standards in force.
4. Right to use the remedy under the Guarantee is conditional to:
  - A. proper storage;
  - B. proper assembly of equipment, in accordance with assembly instruction, carried out by duly licensed qualified staff;
  - C. proper operation, in accordance with Instruction Manual.
5. Luminaires subject to the Guarantee should be stored and operated under conditions and in the manner as indicated in Instruction Manual attached with luminaires, taking into account the following:
  - A. Unless the Instruction Manual specifies otherwise, luminaires are designed for use under standard conditions, except for special luminaires. Standard conditions are characterised by ambient temperature in the range -10°C to + 25°C, pressure 960 to 1050 hPa, humidity 40 to 60%.

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VAT EU PL 786 16 16 166  
REGON 634635800  
Kapitał akcyjny 1.243.752,50zł  
W całości wpłacony

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USD PL 74 1090 1418 0000 0000 4104 6457  
EUR PL 47 1090 1418 0000 0000 4104 6458  
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- B. Luminaires should not be used where ambient conditions can pose risk to luminaire structure, coat or electronic components inside fittings, resulting in erratic operation of luminaires. Luminaires are tested and compliant with EN-60598-1.
  - C. Among the factors that pose risk to luminaires are high temperature, high humidity, dust, presence in the air of non-neutral substances (chloride, salts, acids, bases), vibrations, impacts, exposure to surges, UV radiation and electromagnetic fields.
  - D. Luminaires should be used for their intended purpose.
  - E. Prior to purchase, the Buyer is absolutely obliged to consult specific conditions of using luminaires, unless they are specified in technical/product materials.
  - F. Modern and energy-saving Led GO! panels and fittings have been designed for failure-free, effective and long-term operation. In order to enable the fittings' failure-free and long-term operation, proper environmental conditions must be ensured. Some chemical substances may cause corrosion and discoloration of LED components (causing the change of light color) and the fittings (decreasing the impact protection class and shortening the time of operation). The list of exemplary chemical substances available on [www.lenalighting.pl](http://www.lenalighting.pl)
6. In particular, Guarantee rights are excluded in the event of tampering with, modifying or not consulted repairing of luminaires, or using luminaires to other purposes than intended. Excluded from Guarantee coverage are also defects caused by external factors of mechanical, thermal and chemical nature, improper usage and natural wear and tear. In particular the Guarantee does not cover consumables such as: traditional light sources (bulb, fluorescent lamp, etc.), capacitors, starters, batteries. As regards LED fittings, following are excluded from the Guarantee:
- A. Drop in flux and output (in accordance with EU Regulation No. 1194/2012 or later legislation)
  - B. Change in colour temperature not exceeding ( $\pm 10\%$ )
  - C. Burnout of individual diode in LED module, unless the number of individual burnt out diodes exceeds 10% of all diodes in the module.
  - D. Changes in the color, surface and structure of lighting fixtures, which assembly is carried out at a distance of less than 4 kilometers from the coastline (outside).
7. The Buyer shall be obliged to submit Guarantee Claim in writing, within 7 days following the date of detecting a defect, and, having agreed with LENA LIGHTING S.A. on terms and conditions of delivery, deliver goods subject to Guarantee Claim to the seat of LENA LIGHTING S.A. Guarantee Claim can be accepted provided that it is submitted on correctly filled out Guarantee Claim Form - see [www.lenalighting.pl](http://www.lenalighting.pl). Such Guarantee Claim has to include index, name and quantity of

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claimed goods, number of purchase document (invoice) and detailed description of detected defect.

Should it prove necessary during the analysis of Guarantee Claim that additional information related to defect or operating conditions of goods are required, the Buyer shall be obliged to provide such required information and data.

8. Guarantee Claim, including correctly filled out Guarantee Claim Form, shall be considered within 21 business days following the date of delivery of claimed goods to the seat of LENA LIGHTING S.A. (or - in the event that visual inspection of larger quantities of luminaires have to be carried out on the site - following the date of obtaining access to luminaires subject to Guarantee Claim). Should subject Guarantee Claim required thorough technical examination, duration of Guarantee Claim consideration shall be extended by duration of such technical examination. LENA LIGHTING S.A. shall notify the Buyer immediately on the need for such extension.
9. In the event of accepting the Guarantee Claim, LENA LIGHTING S.A. shall be entitled to carry out, at its own discretion, a free-of-charge repair or replacement with new and free from defects, components subject to Guarantee Claim confirmed by LENA LIGHTING S.A. to be defective. LENA LIGHTING S.A. shall be also entitled to return full purchase price to the Buyer, in the event that repair/replacement is not possible or not feasible economically. The date for completion of guarantee obligation is 14 days following the date of accepting the Guarantee Claim, and is subject to extension in the event of circumstances outside of the control of LENA LIGHTING S.A. Guarantee Period shall be extended by period as required for consideration and remedying of Guarantee Claim.
10. In the event that the Guarantee Claim is justified, LENA LIGHTING S.A. shall incur the cost of delivery of defective goods from the seat of the Buyer to the seat of LENA LIGHTING S.A., by mutually agreed means of transport, and the cost of returning of goods to the seat of the Buyer. LENA LIGHTING S.A. shall not incur any other costs related to replacement of defective goods, in particular costs related to removal or replacing of luminaires or costs of workmanship as well as cost associated with downtime of the customer production line.
11. In the event that the Guarantee Claim is not justified, all related costs shall be incurred by the Buyer.
12. LENA LIGHTING S.A. reserve themselves the right to examine claimed defect, following receipt of Guarantee Claim from the Buyer, the defect at the location where subject luminaires are used. Failure by the Buyer to provide representatives of LENA LIGHTING S.A. with access to luminaires subject to Guarantee Claim within reasonable period of time upon the request of LENA LIGHTING S.A., shall be considered as abandonment of Guarantee Claim.
13. The Buyer shall be obliged to ensure safe and hygienic conditions for operations related to examination of Guarantee Claim at the location where luminaires are installed. Should carrying out of such operations prove im-

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possible due to working conditions or risk to health and/or life of personnel, LENA LIGHTING S.A. shall suspend consideration of Guarantee Claim until such time when suitable working conditions are ensured. Guarantee Period is not extended by the period during which carrying out of Guarantee Claim consideration operations was prevented. Continuous failure to provide access to luminaires under indicated conditions shall be considered as abandonment of Guarantee Claim.

14. The Buyer can order LENA LIGHTING S.A. paid repairs, including post-guarantee repairs. Costs of service repairs shall be determined each time at rates of LENA LIGHTING S.A., and such costs may include, as required, the following: costs of transport, costs of renting suitable equipment, costs of service personnel work-hours and accommodation, costs of materials used during works, costs of additional assessments by experts.
15. Should visual inspection of goods subject to Guarantee Claim have to be carried out at the place of their installation, the Buyer shall be obliged to ensure service personnel with proper access to goods subject to Guarantee Claim for the purpose of carrying out paid repair works, including access from service platform to luminaires installed at heights, under the penalty of refusal to carry out such repair works. In the event of failure by the Buyer to ensure such access or in the event of obstructed access, the Buyer shall be obliged to reimburse LENA LIGHTING S.A for all the costs incurred by the latter with regard to removing such obstruction
16. To the extent permitted by provisions of law in force, LENA LIGHTING S.A. excludes any and liability for loss or damage, loss of any benefits, unavailability of Product for use, loss of Product functionality, loss of contract opportunities, transactions or revenues or anticipated savings, increased costs or expenses, or for any other indirect, consequential or specific loss or damage. To the extent permitted by provisions of law in force, the liability of LENA LIGHTING S.A. shall be limited to the value of luminaire at the moment of purchase. Above limitations shall be null and void in the event of flagrant negligence or intentional default by LENA LIGHTING S.A., and in the event of death or injury resulting from proven negligence.
17. All matters not covered by this document shall be governed by Polish law together with *Convention on Contracts for the International Sale of Goods*.

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