

GENERAL WARRANTY TERMS (GWT)

WOJNAROWSCY SP. Z O.O.

- version applicable from 01.09.2017 -

1. Wojnarowscy sp. z o.o. with its registered office in Katowice, at ul. Gospodarcza 16, 40-432 Katowice, KRS (National Court Register) number: 0000047452 (hereinafter also referred to as "Wojnarowscy") grants a quality warranty for the lighting products, referred to in section 5 of this GWT (hereinafter "Products") on the following terms and conditions.
2. This warranty is granted on the condition that the Customer registers it within 90 days of the Product purchase date resulting from the VAT invoice or fiscal receipt, documenting the purchase of the Product. The registration can be done via the Warranty Registration Form, available at: www.spectrumled.pl/warranty. The correctly filled out Warranty Registration Form should be sent by e-mail within the above mentioned date to the Wojnarowscy to: warranty@wojnarowscy.com.pl. Once the registration has been completed the Customer will receive a registration confirmation together with these General Warranty Terms, jointly constituting the warranty document, to the e-mail address from which the Warranty Registration Form was sent.
3. The Wojnarowscy guarantee that in the case of utilization of the Products in accordance with their intended use and terms of use, in compliance with the parameters power supply parameters, appropriate to the given light source, they will function properly during the period of at least the granted warranty protection subject to the GWT provisions below.
4. The warranty will cover only the Products installed within the European Union.
5. The warranty protection period is:
 - **SPECTRUM LED lamps – 2 years**
 - **SPECTRUM LED INTEGRA fittings – 2 years**
 - **SPECTRUM compact fluorescent lamps – 2 years**
 - **Other SPECTRUM products – 1 year**
 - **CARLAMP Car bulbs – 1 year**
6. The warranty protection period is calculated from the date the Product was purchased by the Customer, which results from the VAT invoice or the fiscal receipt, confirming the purchase.
7. In the case that the Product warranty protection period resulting from the sale agreement terms is different than the period indicated in section 5 of the GWT, the agreement terms are given the priority in the scope thereof. In the remaining scope, these GWT are applicable, unless the parties to the agreement specifically exclude their use.
8. The warranty covers only the defects relating to the reasons inherent in the Product, i.e. hidden production or material defects.
9. In the event of a defect in the Product, the Wojnarowscy company will, at its own discretion, replace the Product in question with the same or equivalent one, free of defects and shall carry out a complimentary repair or will return to the Customer a part or all of its cost, as per the Wojnarowscy price list binding on the date of purchase of the Product by the Customer.
10. The condition for the Customer to make use of the entitlements resulting from this warranty is to cumulatively meet the conditions below:
 - a) The Product is used according to the technical specification and recommendations of the Wojnarowscy company (including, i.a., the instruction manual, Product descriptions in the product catalogues, sales offer).

- b) The Product was correctly connected and installed by specialized personnel, according to the instruction manual and technical art and knowledge.
- c) The Product is used in an environment which is the normal work environment for such a Product due to, i.a., the conditions such as: pressure, vibrations, humidity, direct contact with water and other fluids, air movement, etc.
- d) The Product is used in a temperature and under voltage not exceeding the values indicated in the technical specification.
- e) The Product was not damaged mechanically as a result of use that is incorrect, reckless or incompatible with its intended use.
- f) The discovered defect was immediately communicated by the Customer to the Wojnarowscy, i.e. within a period not exceeding 7 days from the date of discovery of the defect, according the complaint procedure described in these GWT.
- g) The Product was installed within the European Union.

Infringement of any of the above mentioned conditions and other referred to in these GWT will result in the loss of entitlements under this warranty.

11. This warranty does not cover:

- a) defects caused by an unexpected and unforeseen event, e.g. force majeure or other exceptional circumstances (including atmospheric discharges). Such defects are not recognized as defects referred to in section 8 of these GWT.
- b) defects caused by power fluctuation (surges) of a scale or duration exceeding the following levels specified in the IEC 61000-4-5:2005-11 standard:
 - 1000 V between the phase and neutral wire,
 - 2000 V between the phase wire and grounding.
- c) natural material wear, such as, e.g., discolouring of the plastic parts, loss of elasticity, tarnishing of the varnished coatings, etc.

12. The Customer loses the entitlements under this warranty in an event that:

- a) Any modifications, amendments, changes in the construction of the Product were made on one's own or by other third persons, unauthorized by the Wojnarowscy.
- b) Any repair was done to the Product on one's own or entrusting its performance to a person other than the authorized employee of the Wojnarowscy service department.
- c) The serial numbers or other markings identifying the Product were compromised, damaged or removed or covered in any way making it impossible or significantly difficult to identify.
- d) The use of the Product above the producer-specified durabilities, indicated on the Product packaging or/and in product catalogue sheets.
- e) In the case of purchasing the Product directly from the Wojnarowscy, the Customer, in an event that there is a delay more than 30 days in payment of the Product price.

13. The Customer filing a complaint is obliged, within the time referred to in section 10, letter f), to correctly fill in the Complaint Form available at: www.spectrumled.pl/warranty providing the following information:

- a) Report date;
- b) Address details of the reporting person (company name and address, e-mail, telephone, Product shipping address);
- c) Purchase date and invoice or fiscal receipt number;
- d) Date the defect was discovered;
- e) The rejected Product (name, WOL/SLL code, quantity, batch number);
- f) Defect description and reasons.

14. The filled-in Complaint Form shall be sent to the Wojnarowscy together with the warranty registration confirmation and the scan of the VAT invoice or fiscal receipt, documenting the purchase of the rejected Product, referred to in section 2 of these GWT to: reklamacje@wojnarowscy.com.pl, within the time referred to in section 13 of the GWT.

15. The Customer is obliged to deliver to the Wojnarowscy the rejected Product, together with the documents referred to in section 14 of the GWT, within 7 days following the date of sending the Complaint Form, to the address below: *Wojnarowscy Sp. z o.o., ul. Białobrzaska 47, 41-409 Mysłowice (Panattoni Park, building 4)*, subject to section 16 and 17 of the GWT.
16. If the costs of delivery of the rejected Product exceeds the net value resulting from the proof of Product purchase by the Customer, the Customer shall be obliged to deliver the rejected Product only at the express request of the Wojnarowscy. In such case, the Wojnarowscy can accept and examine the complaint without the necessity to deliver the Product to the Customer, which shall each time be individually determined with the Customer.
17. Resolution section 16 of the GWT applies accordingly when the circumstances indicate that any possible Product defect should be removed in the place, where the Product was at the moment of the discovery of the defect. The Customer should each time determine with the Wojnarowscy the lack of necessity of delivery of the rejected Product within 7 days following the date of the submission of the Complaint Form. In the case of such an arrangement, the Customer is obliged to make the Product available at every request of the Wojnarowscy in order for the Wojnarowscy to verify the reported defects and store it in an unchanged form for the time necessary for the verification.
18. In the case of Customers making constant purchases from the Wojnarowscy company (i.e. more often than 5 times in a given month), the postage of the rejected Products should be carried out collectively once a month. This, however, does not release the Customer from the obligation to immediately inform the Wojnarowscy each time about the discovered defect of the Product.
19. The rejected Product should be delivered in the original packaging or in a replacement packaging ensuring its protection against damage during transport. The Products sent by the Customer in a manner which could cause damage during transport lose their warranty. Products returned for reasons other than the quality complaint should not be in the parcel containing the rejected Product. The risk of damaging the Product (including its components) during transport shall be borne by the Customer.
20. The rejected Product should be delivered to the Wojnarowscy in physical condition enabling the verification of the damage (defect), as well as determination of its cause.
21. Complaints are examined by the Wojnarowscy Complaint and Service Department (contact to the department available at: www.spectrumled.pl/kontakt).
22. The time limit for the complaint examination is 14 days from the date of delivery of the rejected Product to the Wojnarowscy, together with the documents referred to in section 14 of the GWT and in the case of the Products referred to in section 16 and 17 of the GWT 21 days from the date of the submission of the Complaint Form together with the above mentioned documents. The Wojnarowscy reserve the right to extend the term referred to in the previous sentence, particularly if there is a necessity to perform detailed technical tests of the rejected Product or to wait for the shipment from the Wojnarowscy supplier of the Product to be replaced or spare parts necessary to remove the defect, about which fact Wojnarowscy will inform the Customer immediately.
23. The Wojnarowscy shall inform the Customer of the examination of the complaint in writing, by e-mail (to the address from which the Customer has sent the Complaint Form), telephone or fax.
24. Upon recognizing the complaint, the Wojnarowscy company shall proceed in a manner indicated in section 9 of the GWT.
25. In the case of an unjustified complaint, the costs borne by the Wojnarowscy in relation to its examination, shall be borne by the Customer. The Customer is also obliged to accept the Product. In an event that it is not accepted after a notification from the Wojnarowscy, the Customer is obliged to cover the costs of Product storage and/or its return to the Customer.
26. The liability of the Wojnarowscy on account of the warranty is limited only to the actual damage in the amount not higher

than the net value of the rejected Product, resulting from the Wojnarowscy price list binding on the date of Product purchase by the Customer, whereby the Wojnarowscy may only be responsible for the foreseeable and typical Customer damage. The Wojnarowscy shall not be responsible for any damage beyond the scope, referred to in the previous sentence, as well as for the lost benefits and expenses resulting directly or indirectly from using the Product (including Product disassembly, its connection and/or disconnection).

27. Examination and recognition of the complaint against a given Product, despite the Customer not registering the warranty or failing to comply with other terms defined in these GWT, does not mean warranty protection coverage of it or other Products purchased by the Customer.
28. The Wojnarowscy offer the possibility of performing paid service repairs of the Products, including post-warranty repairs, on terms determined each time with the Customer.
29. This guarantee does not exclude, limit or suspend the rights of the consumers arising from the provisions of the warranty for defects in the sold goods. With regard to other Customers liability of the Wojnarowscy on account of the warranty is excluded.
30. This warranty and any issues in relation to it are regulated by the Polish law.
31. The court competent for the pursuit of claims connected with this warranty is the court with its jurisdiction over the registered office of the Wojnarowscy (does not concern consumers).