

## GENERAL TERMS AND CONDITIONS OF GUARANTEE (GTG):

LENA LIGHTING S.A. grants to the Buyer the Basic Guarantee for luminaires sold, for the period of:

- 3 years from the date of selling the goods to the Buyer – in the case of products included in the warehouse price list, available at [www.lenalighting.pl](http://www.lenalighting.pl),
- 5 years from the date of selling the goods to the Buyer – in the case of other products, as specified in the catalogue card,

unless the offer, price list or other document prepared by LENA LIGHTING S.A., known to the Buyer, expressly provides for a different warranty period.

The guaranteed annual lifecycle is 4380 hours, and the nominal failure rate for electronic components such as power supplies, drivers, etc. is 0.6% for 1000 hours of operation. If the real working time of the lighting does not result directly from the facility use schedule, the Customer shall be asked to record the time of switching the lighting on and on.

Detailed terms and conditions:

1. The Guarantee whose terms and conditions are included in this document is applicable to luminaires sold in Poland by LENA LIGHTING S.A. and Luxmat Investment sp. z o.o. This Guarantee is granted solely to the party purchasing Products directly from LENA LIGHTING S.A or Luxmat Investment 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.

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

Bank: Santander Bank Polska S.A. o/ Środa Wlkp.  
PLN PL 59 1090 1418 0000 0000 4104 6436  
USD PL 74 1090 1418 0000 0000 4104 6457  
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SWIFT: WBKPPLPP

Sąd Rejonowy Poznań  
Nowe Miasto  
i Wilda w Poznaniu  
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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:
  - proper storage;
  - proper assembly of equipment, in accordance with assembly instruction, carried out by duly licensed qualified staff;
  - 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:
  - Unless the Instruction Manual specifies otherwise, luminaires are designed for use under standard conditions, except for special-purpose 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%.
  - Luminaires should not be used where ambient conditions can pose risk to luminaire structure, coat or electronic components inside luminaires, resulting in erratic operation of luminaires. Luminaires are tested and compliant with the EN-60598-1 standard.
  - 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.
  - Luminaires should be used for their intended purpose.
  - Prior to purchase, the Buyer is absolutely obliged to consult specific conditions of using luminaires, unless they are specified in technical/product materials.
  - Modern and energy-saving LED panels and luminaires have been designed for failure-free, effective and long-term operation. In order to enable failure-free and long-term operation of the luminaires, proper environmental conditions must be ensured. Some chemical substances may cause corrosion and discolouration of LED components (causing a change in the colour of the emitted light, reducing the flux until the total destruction of the light source) and luminaires (reducing

the mechanical strength and shortening the time of operation). The list of exemplary chemical substances can be downloaded from [www.lenalighting.pl/do-pobrania/owg](http://www.lenalighting.pl/do-pobrania/owg)

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. These consumables may be covered by the manufacturer's warranty.

In the case of LED luminaires, the warranty does not cover:

- Drop in flux and output (in accordance with EU Regulation No. 1194/2012 or later legislation)
- Change in colour temperature
- Burnout of individual diode in LED module, unless the number of individual burnt out diodes exceeds 10% of all diodes in the module.
- Changes in the colour, surface and structure of lighting fixtures, whose assembly is carried out or at a distance of less than 4 kilometres from the coastline.

For all products, the Guarantee does not cover damage to the luminaires in the absence of overvoltage protection in the electrical system. LED luminaires as electronic devices should be protected with surge arresters providing standard B + C surge protection (class I and II). It is also recommended to apply additional protection against overvoltage by installing class D surge arresters in local switchboards (class III surge arresters). In all matters relating to the arrester, refer to the arrester's instruction and installation manual provided by the manufacturer.

7. The Buyer shall be obliged to submit the 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 the Guarantee Claim to the seat of LENA LIGHTING S.A. The Guarantee Claim shall be accepted provided that it is submitted on the correctly filled out Guarantee Claim form available on [www.lenalighting.pl](http://www.lenalighting.pl). Such Guarantee Claim must include

index, name and quantity of claimed goods, number of purchase document (invoice) and detailed description of the detected defect. Should it prove necessary during the analysis of the 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. The Guarantee Claim, including the 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 – provided that the inspection of a larger number of luminaires has to be carried out on the site – following the date of obtaining access to luminaires subject to Guarantee Claim), together with a correctly filled out Guarantee Claim form. 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 the 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 the 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 the 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 the cheapest means of transport (or other mutually agreed) and the cost of returning the goods to the Buyer's seat. LENA LIGHTING S.A. shall not incur any other costs related to replacement of defective goods, in particular costs related to removal or reinstallation of a luminaire or costs of workmanship.
11. In the event that the Guarantee Claim is not justified, all costs incurred in connection with its consideration shall be incurred by the Buyer. In particular, the Buyer shall be obliged to cover the costs of transport, travel costs and working time costs of service technicians according to the individual rates of LENA LIGHTING S.A., material costs, costs of renting suitable equipment, as well as the cost of the trip, and accommodation costs, provided that the service staff needs overnight accommodation – according to the manner of handling the Claim. The Buyer undertakes to settle the above-mentioned receivables based on an appropriate VAT invoice. In

the event of a service technician's arrival, the service protocol also includes the number of kilometres travelled, travel time and working time.

12. In the event that the Guarantee Claim is unjustified, LENA LIGHTING S.A. may charge the Customer with the costs of returning the Product, as well as the costs of the examination carried out and related handling costs, possibly other additional costs incurred in connection with the consideration of the Guarantee Claim.
13. LENA LIGHTING S.A. reserve themselves the right to examine claimed defect, following receipt of the Guarantee Claim from the Buyer, 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 the Guarantee Claim.
14. The Buyer shall be obliged to ensure safe and hygienic conditions for operations related to consideration of Guarantee Claim at the location where luminaires are installed. Should carrying out of such operations prove impossible 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 shall not be extended by the period during which carrying out of Guarantee Claim consideration operations was prevented. Failure to provide access to luminaires under indicated conditions within more than 8 days shall be considered as abandonment of Guarantee Claim.
15. 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.
16. Should visual inspection of goods subject to the 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 a 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.

17. To the extent permitted by provisions of law in force, LENA LIGHTING S.A. excludes any 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
18. The above provisions shall not apply to sales in which the Buyer is a consumer as governed by the Civil Code (i.e. of September 16, 2020, Journal of Laws of 2020, item 1740, as amended) or other provisions of applicable law.
19. This Guarantee is valid at the territory of the Republic of Poland.
20. All matters not covered by this document shall be governed by the Polish law.

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