

## Warranty Card for lighting products of Cezos Spółka z ograniczoną odpowiedzialnością Spółka komandytowa

### 1. Definitions used in the document:

- 1.1. **Guarantor** – Cezos Spółka z ograniczoną odpowiedzialnością Spółka komandytowa, registered under KRS 0000585942, Tax Identification Number (NIP) 5860018456, Business Identification Number (REGON) 190273058, based in Gdynia at ul. Olgierda 88b.
- 1.2. **Purchaser** – each entity that purchases products from the Guarantor.
- 1.3. **Warranty** – the Guarantor's obligation to the Purchaser to repair or replace the product, whose defects became apparent during the warranty period.
- 1.4. **Territorial Scope of the Warranty** – The Warranty shall be valid within the territory of the Republic of Poland unless a wider scope of validity has been individually agreed upon in writing under pain of invalidity.

### 2. General conditions

- 2.1. The Guarantor provides a Warranty for products offered by CEZOS on terms described in this document.
- 2.2. The Guarantor warrants that if the products covered by the warranty are used in accordance with their intended use and purpose, they will function properly for at least the duration of the warranty coverage granted, subject to the restrictions described herein.
- 2.3. The Guarantor warrants the products for a period of 2 years for Cezos products.
- 2.4. The Guarantor allows for the possibility of granting a warranty for a period longer than 2 years, due to the specificity of the products or circumstances associated with the order, but each time requires a written statement of the Guarantor under pain of invalidity.

### 3. Warranty period

- 3.1. The warranty period starts from the date of delivery of goods to the Purchaser.

### 4. Warranty exclusions and limitations

- 4.1. The Warranty covers only manufacturing defects and defects resulting from causes inherent in the product, i.e. hidden defects resulting from manufacturing defects or hidden material defects as well as product defects resulting from design, material or manufacturing errors.
- 4.2. The Warranty is valid only if the products have been used in accordance with their intended use and installed in accordance with the conditions specified in the data sheets, information brochures and instructions, and in accordance with the state of the art by qualified and authorized personnel. The total lighting time of the luminaries per year shall not exceed 4,300 hours.

- 4.3. Products covered by the Warranty must not be subjected to any mechanical or chemical overload, and the ambient temperature and supply voltage must not exceed the rated values.
- 4.4. Violation of the rules referred to in points 4.2.–4.3., and others mentioned herein will result in the loss of your rights under the Warranty.
- 4.5. The following does not constitute a defect:
  - 4.5.1. natural wear and tear of the materials used, e.g. yellowing of lampshades, tarnishing of paint coatings, discoloration caused by the passage of time or the effects of atmospheric factors;
  - 4.5.2. decrease of luminous flux during product's lifetime up to 0,6%/1000h;
  - 4.5.3. changing the color of LED modules;
  - 4.5.4. change in luminous flux, color temperature and product efficiency of new LED modules to a value of +/- 10%.
- 4.6. The Warranty does not cover defects resulting from external causes, including but not limited to:
  - 4.6.1. normal wear and tear;
  - 4.6.2. improper use of products;
  - 4.6.3. acts of third parties, in particular installers using products covered by the warranty;
  - 4.6.4. force majeure activities;
  - 4.6.5. exposure to chemical, thermal, mechanical, light or other factors that are contrary to the instructions for use, technical knowledge or the rules of life;
  - 4.6.6. improper maintenance or storage;
  - 4.6.7. modifications, alterations or repairs made by an unauthorized service provider.
- 4.7. The Guarantor reserves the right to evaluate and qualify the defect.
- 4.8. The Guarantor does not cover any additional costs or damages related to the occurrence of a defect.
- 4.9. The Guarantor's liability is limited to the value (price paid) of the advertised product.
- 4.10. The warranty does not cover the costs of disassembly, assembly of the defective product, or any damages related to the necessity of its disassembly, delivery, assembly or temporary deprivation of the possibility to use the product.

## 5. Notification of defect

- 5.1. Notification of the existence of a defect should be made by filing a complaint (through a complaint form), a model of which can be found at [www.cezos.com](http://www.cezos.com) (in 'Download').
- 5.2. The Customer making a complaint is obliged to fill in the complaint application and send it by e-mail to the following address: [reklamacje@cezos.com](mailto:reklamacje@cezos.com), [cezos@cezos.com](mailto:cezos@cezos.com) or directly to the address of the Guarantor's registered office.
- 5.3. The condition for the consideration of the warranty is to document the fact and date of purchase of

the defective product with a VAT invoice or fiscal receipt and a detailed description of the defect found.

- 5.4. The day on which the information actually reaches the Guarantor shall be considered as the day of defect notification.

## 6. Handling a complaint process

- 6.1. The Purchaser is obliged to deliver the advertised product to the headquarters of the Guarantor, unless the Guarantor decides on the validity of examination and visual inspection of the product at its place of installation.
- 6.2. In the case of examination and visual inspection of the product at its place of installation, the Purchaser shall ensure each time access of the Guarantor or persons authorized by him to the advertised product in order to inspect and remove defects. The Purchaser's failure to provide the Guarantor with access to the advertised product within the established time limit shall be treated as release of the Guarantor from his obligations under the warranty.
- 6.3. In the case of recognizing the legitimacy of the claim under the Warranty, delivery costs are covered by the Guarantor, provided that the Purchaser contacts the Guarantor claims department (mail reklamacje@cezos.com) and obtains approval for the proposed method of delivery of the product and the cost of this delivery.
- 6.4. In the event that a claim under the Warranty is found to be unfounded or not subject to the Warranty, the obligation to pick up the product from the Guarantor's premises rests with the Purchaser. If the product is not collected by the Purchaser after the Guarantor's request, the Purchaser is obliged to cover the costs of storing the product and possibly the costs of returning it. If storage is at the Guarantor's warehouses, storage costs shall be no less than 1.0% of the value of the stored goods for each month from the date of storage.
- 6.5. In the event of an unfounded claim under the Warranty, the Purchaser agrees to reimburse to the Guarantor all labour and travel costs of persons engaged by the Guarantor to verify the validity of the claim.
- 6.6. Guarantor considers the application within 14 working days from the date of delivery of defective goods or possibility of inspection. If in the process of considering the complaint it will be necessary to obtain additional information related to the defect or the way the product is used, the Purchaser is obliged to provide all necessary data and information. The Warranty is processed within the above mentioned period, however, with the reservation that if the submitted complaint requires detailed technical tests, their duration automatically extends the period of complaint processing, of which the Guarantor shall notify the Purchaser.
- 6.7. The Guarantor shall inform the Purchaser in writing or by e-mail about the manner of processing the application.
- 6.8. If the application is valid, the Guarantor, at its option:
- 6.8.1. replaces the defective product with a new one free from defects, or
  - 6.8.2. repairs the defective product free of charge; or

- 6.8.3. refunds the Purchaser the purchase price of the defective product.
- 6.9. The method of processing the complaint is chosen by the Guarantor.
- 6.10. If the acknowledgement of the notification results in the replacement of elements in the defective product, the guarantee shall not start anew, except if the replacement is essential, or if the acknowledgement of the notification results in the replacement of the product with a defect-free product.
- 6.11. The guarantor allows replacement of components in the claimed products with used components.
- 6.12. If technically possible, defects may be repaired directly during the inspection.

## 7. Other conditions

- 7.1. To benefit from the Warranty the Purchaser must have a purchase document (invoice/receipt).
- 7.2. The Purchaser loses the rights arising from the warranty if the products are connected to an installation that does not have a permanently built-in overload protection in the LED lighting circuit.
- 7.3. The Warranty cannot be transferred to a third party.

CEO

Cezary Skotak  
Zofia Jankowska