

**TERMS AND CONDITIONS OF GUARANTEE GRANTED BY "GOVENA LIGHTING" S.A.
TO BUSINESS PARTNERS**

I. DECLARATION OF THE GUARANTOR

1. The Guarantor – "GovenA Lighting" S.A., ul. Służewska 8-15, 87-100 Toruń, hereby grants to its business partners purchasing the products of "GovenA Lighting" S.A. for reselling, a manufacturer's quality guarantee covering the following range of products:

- compact fluorescent lamps (CFL),
- electronic transformers,
- electronic power supplies,
- control modules,
- electrical installation equipment,
- electrical dimmers,
- LED lamps,
- all LED sources.

2. The Guarantor declares that the products referred to in par. 1 are of adequate quality and in particular they satisfy the standards commonly adopted in industries to which they are applicable and that if they are used in compliance with the user manual, the general good technical practice and instructions provided in folders concerning the equipment and published by the manufacturer, they will operate correctly for a period at least equivalent to the guarantee period.

II. TERM OF GUARANTEE

1. The term of guarantee granted by the manufacturer is:

- **for electronic power supplies Z – LED** - 60 months counting from the date on which the products covered by the guarantee are sold to the end customer (user); however, not longer than 63 months from the date of production,

- **for electronic transformers** - 36 months counting from the date on which the products covered by the guarantee are sold to the end customer (user); however, not longer than 39 months from the date of production,
 - **for LED strips** – 12 months counting from the date on which the products covered by the guarantee are sold by the Guarantor,
 - **for other products indicated in par. I.1 above** – 24 months counting from the date on which the products covered by the guarantee are sold to the end customer (user); however, not longer than 36 months from the date of production.
2. If compact fluorescent lamps are used otherwise than in households (e.g. on poultry farms, in barns, on pig farms), the term of guarantee shall be reduced to 1 year from the date of sale.

III. CIRCUMSTANCES EXCLUDING GUARANTEE LIABILITY

1. The Guarantor shall bear no responsibility in the following circumstances:
 - the product covered by the guarantee is assembled and used contrary to the user manual and the general good technical practice and instructions provided in folders concerning the equipment and published by the manufacturer,
 - the condition of the product prevents the identification of serial numbers and production dates,
 - the defect is reported after the expiration of the guarantee cover.
2. The guarantee shall not cover:
 - any faults and defects caused by the user, and in particular those caused by the use of products contrary to their intended purpose and the user manual,
 - mechanical damage (cracking, breaking, crumpling), chemical and thermal damage,
 - products revealing signs of interference into their substance, i.e. products subject to third party attempted repairs,
 - defects and faults caused by storing the products in improper conditions, i.e. for instance in very moist places or exposed to weather conditions.

IV. GUARANTEE RIGHTS ENFORCEMENT PROCEDURE/ COMPLAINTS PROCEDURE

1. If a product covered by the guarantee is found to be defective, the Guarantor must be notified about the discovered defect within 3 days from the date on which such a defect is reported by the end customer to the Business Partner.
2. The defect shall be notified in a form attached to the Terms and Conditions of Guarantee. In addition, the complaint report shall be every time accompanied by a copy of the VAT invoice issued for the claimed goods purchased by the Business Partner from the Guarantor.
3. If the Guarantor considers the complaint as justified, the respective claim can be satisfied at the Guarantor's discretion or the defective product can be replaced with a defect-free one or the defective product can be repaired.
4. If the Guarantor, having considered the complaint, finds that the discovered defect or fault is not covered by the guarantee, all the costs related to the processing of the complaint (including the cost of transport) will be charged to the Business Partner. By virtue of the above-mentioned costs, the Guarantor will issue a VAT invoice corresponding to the amount of the costs incurred.
5. The complaint should be considered within 14 days from the date of notification of the defect to the Guarantor. The Business Partner shall inform the end customer within 14 days from the receipt of the complaint that it was sent to the Guarantor for consideration and only when the position of the Guarantor is known the Business Partner will be able to present its opinion concerning the claims.

V. EXCLUSION OF WARRANTY

1. In connection with the fact that the Business Partner purchases the products of "Govena Lighting" S.A. for reselling, the seller's liability for physical defects of the item sold under statutory warranty is hereby excluded.
2. Subject to par. 1, in matters not regulated by this Guarantee relevant provisions of the Civil Code will be applicable.

VI. TERRITORIAL RANGE OF THE GUARANTEE

The guarantee covers the products of the Guarantor sold in the territory of the European Union.

COMPLAINT REPORT NO. /20...

Of

Type of product	Quantity	Description of defect	Number and date of the sales document

Attachments:

- photocopy of the VAT invoice confirming that the business partner purchased the products from the Manufacturer

Reporting party: (company name, address, name of representative)

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