

# **General Guarantee Conditions**

## **BEE-LIGHT SOLUTIONS sp. z o.o.**

### **on luminaires, light source and control system elements**

In hereby document are shown rules of granting the guarantee, that apply in sale between entrepreneurs in understanding c.c with settlement in Łódź 26A Belgijska Street, 91-180 Łódź, KRS 0000849697, REGON 386517860, NIP 9472002531 (Bee Light), from which purchaser ("Buyer") bought control systems, luminaires (including LED bindings), light sources (including LED light sources). Those rules apply in Europe, excluding Poland, Germany, Austria and Switzerland, solely with regard to products offered by Bee Light ("Products") bought from Bee Light within the period from January 2020 by Customer.

1. With reservation of regulations contained in hereby OWG, Buyer obtains guarantee for particular Products for a period of:
  - LED fixtures – 60 months with the exception of the Recession RM Eco / Recession EP Eco and Ceiling LO product families for which it has a 36-month warranty.
2. Average durability of Products indicated by Bee Light is a parameter describing estimated fault of given type of Products and does not mean term of usefulness for things in usage in understanding the article 568<sup>1</sup> of Civil Code.
3. Manufacturing defects of products which prevent their usage in accordance with their purpose are covered by guarantee.
4. Bee Light guarantees, that Product will be free from fabric faults and faults in making ("Fault"). If Product does not work in accordance with its specification, Bee Light will eliminate the Fault in accordance with rules defined below and in included agreement. If Product which is covered by a hereby guarantee will be refunded within the warranty period by Buyer and Bee Light will confirm, that this Product does not comply with terms of given guarantee, Bee Light – as per own regard – will fix or replace Product, or the defective part of Product, or will return to Buyer the amount corresponding to the price of purchase.
5. In case of certifying accomplishing fixes or modifications of a Product by non – recognized Bee Light service or unfit people, hereby guarantee can be overturned. Guarantee permissions are particularly excluded, when an interference was made in a product, its alteration and arbitrary repair or it was applied or was used inconsistently with its purpose. Damages developed on account of influence of external factors, mechanical, thermic, chemical, wrong exploitation and organic use fall outside of a guarantee. Particularly, guarantee does not involve exploitation materials such as : light sources, condensers, igniters, accumulators.

6. Remaining terms for keeping the guarantee for Products :
  - Combined time of shining of settings cannot exceed 4300 hours.
  - Fall of the luminous flow driving life of a Product is 1%/1000 hours. Changing a color of LED module is not included in guarantee.
  - Parameters of new LED modules are included in tolerance of +/- 7% for luminous flow worth, color temperature worth and product capability worth.
7. Guarantee period begins with passage of 15<sup>th</sup> day since creating an invoice, unless the installation of a Product succeeds earlier, then lapse of guarantee begins the moment of the signing of technical acceptance protocol.
8. Guarantee only involves Products utilized, installed and kept in accordance with the proper instructions for individual Products, which are available on [www.bee-light.pl](http://www.bee-light.pl)
9. Bee Light grants guarantee only to a Buyer. Guarantee can be reassigned to the tertiary subject with Bee Light's written consent.
10. If Bee Light decides to change a Product, but will not be able to achieve it because of unavailability or discontinue of producing a Product, Bee Light can refund to a Buyer an amount paid by a Buyer or change a Product for other, equivalent (which can slightly differ from a Product in terms of design and technical specification).
11. Hereby guarantee applies only to Products which are stored and operated in conditions and in designated ways in the manual enclosed to settings, with a view that:
  - a) Unless otherwise specified in manual, sold products are dedicated to work in standard conditions besides products of special purpose. Standard conditions are characterized by the ambient temperature ranging from -10°C to +25°C, air pressure from 960 to 1060hpa and humidity <85%.
  - b) Products should not be used in case when environmental conditions can threaten construction of Products, lacquer coating or electronic components housed inside of Products causing their malfunction. Luminaires are tested and in accordance with European Norm EN-60598-1.
  - c) Products should be applied in accordance with their intended purpose.
12. Guarantee conditions specify all liabilities of Bee Light in regard of the Buyer and remedies entitled for the Buyer with regard to a defective product supplied by Bee Light, regardless of basis of a potential claim, including in particular implied guarantee, torts, contractual liability or other legal bases, even if Bee Light was informed of the existence of such defects. Whatsoever liability under guarantee is excluded in accordance with art. 558 KC.
13. To the extent permitted by prevailing provisions of law, Bee Light sp. z o.o. excludes any liabilities for losses and damages, for any loss of profit, loss of use of goods, loss of goods functionality, loss of contracts, loss of transactions, loss of profits or expected savings, increased costs or expenses and for any indirect loss or damage, consequential loss or damage or special loss or damage.

14. Any quality complaints of Products should be submitted by phone on +48 797 696 880 (from 9:00 to 17:00 from Monday to Friday) or via email to the address: [kontakt@bee-light.pl](mailto:kontakt@bee-light.pl) using appropriate form available at the address [LINK](#).
15. Buyer is obliged to submit a complaint in written form within 7 days from the date of on which the defect was discovered and deliver the claimed goods to Bee Light head office or to the manufacturer after agreeing on shipping conditions.
16. Shipping costs of products to Bee Light are covered by Bee Light but only in the case when complaint is initially recognized as valid. Otherwise shipping costs are covered by Buyer.
17. Bee Light shall analyze the complaint in the shortest time possible, within maximum of 21 calendar days of the receipt of complete documentation regarding a complaint. When complaint processing requires to conduct specialized tests assigned by Bee Light to other entity or to process a complaint it will be justified to extend the time, Bee Light shall inform Buyer about expected time of complaint processing.
18. By processing a complaint is meant notification the Buyer in writing or by email (to the address indicated by the Buyer) about decision taken by Bee Light concerning the complaint.
19. In the case of justified complaint Bee Light will reimburse market costs of goods shipment to Buyer's head office and will cover the cost reshipment of goods to Buyer's head office. Bee Light does not incur any additional costs concerning a replacement of damaged goods, particularly related to luminaire removal or luminaire reinstallation and labour costs.
20. In the case of unjustified complaint all the costs related with the verification shall be covered by the Buyer. Particularly, the Buyer is obliged to cover shipping costs, commuting expenses, labour costs of servicemen at the rate applied by Bee Light, materials costs, cost of hiring necessary equipment, as well as cost of delegation at the existing rates, if applicable, in case of need of an accommodation for servicemen-costs of accommodation, accordingly to processing a complaint. The Buyer undertakes to pay the above-named amounts due of a relevant VAT invoice. In the case of serviceman arrival service protocol includes distances travelled, time of commuting and time of work.
21. In case of any claims resulting from quality guarantee provided the Polish law is be solely applied.
22. Common Courts of competent subject matter jurisdiction (appropriate for Bee Light head office) or of local jurisdiction shall be the proper courts for settling any disputes between the Parties, which may be related to the relationships based on sales' Agreements or on other Agreements concluded by the Parties, which these General Sales' Terms and Conditions may be applicable to.