



General Warranty Conditions

BEE-LIGHT SOLUTIONS Sp. z o. o. for luminaires, light sources and control system elements

This document contains the rules for granting warranty applicable on products sold between the Buyer (called further "Buyer") and Bee-Light Sp. z o. o., with its registered office in Łódź at ul. Belgijska 26A, 91-180 Łódź, KRS 0000849697, REGON 386517860, VAT EU PL9472002531 (BEE LIGHT) within the frames of the Polish Civil Code, from which control systems, luminaires (including LED luminaires), light sources (including LED light sources) were bought. These rules apply in the EU only to products offered by BEE LIGHT (called further "Products") purchased from BEE LIGHT in the period from January 2020 by the Buyer.

1. Subject to the provisions contained in these documents, the Buyer obtains a warranty for individual Products for a period of 2 to 6 years, depending on the product kind.
2. The average durability of the Products indicated by BEE LIGHT is a parameter describing the estimated defectiveness of a given type of Products and does not indicate the expiry date of the item within the meaning of Article 568' of the Polish Civil Code.
3. The warranty covers manufacturing defects of the products that exclude them from being available to be used as intended. The warranty only covers defects resulting from reasons inherent in the goods, i.e. hidden defects resulting from manufacturing defects or hidden material defects.
4. BEE LIGHT guarantees that the Product will be free from defects in materials and workmanship ("Defect"). If the Product does not function in accordance with its specification, BEE LIGHT will remove the Defect in accordance with the rules set out below and in the concluded contract. If a Product covered by this warranty is returned by the Buyer within the warranty period, and BEE LIGHT confirms that such Product does not meet the terms of the warranty, BEE LIGHT - at its sole discretion - will repair or replace the Product or the defective part of the Product or refund the Buyer the amount corresponding to the purchase price.

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5. This warranty may be invalidated if repairs or modifications to the Product are found to have been made by an unauthorised BEE LIGHT service or unauthorised persons. Warranty rights are excluded in particular if the Product has been tampered with, modified or repaired arbitrarily, or if it has been used contrary to its intended purpose. The warranty does not cover damage caused by external, mechanical, thermal or chemical factors, improper use or natural wear and tear. In particular, the warranty does not cover consumables such as: light sources, capacitors, igniters, batteries.

6. Other conditions for maintaining the warranty for the Products:

- The total lighting time of the luminaires per year cannot exceed 4,300 hours.
- The decrease in luminous flux over the life of the product is 1%/1000 h. Changes in the colour of LED modules are not covered by the warranty.
- The parameters of the new LED modules are subject to a tolerance of +/-10% for the value of luminous flux, colour temperature and product efficiency.

7. The warranty period starts on the 15th day after issuing the invoice, unless the product is installed earlier, then the warranty period starts when the technical acceptance protocol is signed.

8. The warranty only covers Products used, installed and maintained in accordance with the instructions applicable to individual Products.

9. BEE LIGHT provides a warranty only to the Buyer. The warranty may be transferred to a third party with the written consent of BEE LIGHT.

10. If BEE LIGHT decides to replace the Product, but is unable to do so due to the unavailability or discontinuation of production of the Product, it may refund to the Buyer the amount paid by the Buyer for the Product or replace the Product with another, equivalent one (which may differ slightly from the Product in terms of design and technical specifications).

11. This warranty applies only to Products that are stored and used in the conditions and in the manner specified in the operating instructions attached to the luminaires, taking into account the following:

a) Unless otherwise specified in the instructions, the Products sold are intended for operation in standard conditions, with the exception of Products for special purposes. Conditions

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standard characterised by ambient temperature in the range of $-10^{\circ}\text{C} + 25^{\circ}\text{C}$, pressure 960 - 1060 hPa, humidity $<85\%$.

b) The Products should not be used if the environmental conditions may threaten the structure of the Products, the paint coating or the electronic components placed inside the Products, causing them to malfunction. The luminaires are tested and comply with the European standard EN-60598-1.

c) Products should be used in accordance with their intended purpose.

12. The warranty conditions specify all obligations of BEE LIGHT towards the Buyer and the remedies available to the Buyer in connection with the defective Product delivered by BEE LIGHT, regardless of the grounds for any possible claim, including in particular the discussed warranty, tortious acts, contractual liability or other grounds, even if BEE LIGHT has been informed of the existence of such defects. Any warranty liability is excluded in accordance with Art. 558 of Polish CC.

13. To the extent permitted by applicable law, BEE-LIGHT SOLUTIONS Sp. z o. o. excludes any liability for loss or damage, loss of any profits, loss of use of the goods, loss of functionality of the goods, loss of contracts, loss of transactions, loss of revenues or anticipated savings, increased costs or expenses and for any other indirect, consequential or special loss or damage.

14. Product quality complaints should be reported by phone/email at to your usual contact person (between 9:00 a.m. and 5:00 p.m., Monday to Friday) that will pass the complaint to the proper division & using the online form attached at: <https://bee-light.pl/en/download/> ('Customer Claim Protocol') to be sent by e-mail to the following address: kontakt@bee-light.pl / to the contact person.

15. The Buyer is obliged to submit a written complaint within 7 days from the date of detection of the defect, and after agreeing with BEE LIGHT on the shipment conditions, deliver the complained goods to the headquarters of BEE LIGHT or the manufacturer.

16. The costs of shipping the products to BEE LIGHT are covered by BEE LIGHT, but only if the complaint is initially deemed justified. Otherwise, the shipping costs are covered by the Buyer.

17. BEE LIGHT will consider the complaint as soon as possible, not exceeding 30 calendar days from the date of receipt of complete documentation related to the complaint. When it is necessary to carry out specialised tests commissioned by BEE LIGHT to another entity to consider a complaint

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or to consider the complaint, it will be justified to extend this deadline, BEE LIGHT will inform the Buyer about the expected date of considering the complaint.

18. Considering a complaint means notifying the Buyer in writing or by e-mail (to the address provided by the Buyer) about the decision made by BEE LIGHT regarding the reported complaint.

19. In the event of a justified complaint, BEE LIGHT will refund the market costs of delivering the goods to its registered office from the Buyer's registered office and will cover the cost of returning the goods to the Buyer's registered office. BEE LIGHT does not bear any additional costs related to the replacement of damaged goods, in particular related to the removal or reinstallation of the luminaire and labour costs.

20. In the event of an unfounded complaint, all costs incurred in connection with its consideration shall be borne by the Buyer. In particular, the Buyer is obliged to cover, in accordance with the method of processing the complaint, transport costs, travel costs and service technicians' working time according to individual BEE LIGHT rates, material costs, rental of the necessary equipment, as well as the cost of business trips according to applicable rates, if applicable, and in the event of the need for overnight accommodation for employees of technicians – accommodation costs. The Buyer undertakes to settle the above-mentioned receivables based on the appropriate VAT invoice. The service protocol in the case of a service technician's visit also includes the number of kilometres travelled, travel time and working time.

21. In the case of any claims arising from the quality warranty granted, only Polish law applies.

22. The common court assigned for the registered office of BEE LIGHT will be exclusively competent to resolve any disputes between the parties that may be related to any provisions based on sales contracts concluded by the parties or other contracts to which these General Warranty Conditions apply.

23. The above conditions apply from January 1, 2024.

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