

GENERAL GUARANTEE CONDITIONS for the overall market

I. GENERAL PROVISIONS

1. LUXON sp. z o.o. with its registered office in Krepice at Kwiatowa Street No. 45 (55-330) entered into the Register of Entrepreneurs kept by the District Court for Wrocław-Fabryczna in Wrocław, 6th Commercial Division of the National Court Register under KRS no.: 0000138301, REGON no.: 932025487, NIP no.: 8942513867 (the "**Guarantor**") hereby provides the guarantee for the Subject Matter of the Sales Agreement (hereinafter referred to as: The "**Product**") on the terms described in this document (the "**Guarantee**").
2. The GGC are an integral part of the agreement concluded between the Guarantor and the Guarantor's contractor (the "**Buyer**").
3. With respect to Products not manufactured by the Guarantor, and which are sold to the Buyer by the Guarantor, these GGC do not apply, and the Guarantor only provides the guarantee to the extent that the Guarantor obtained the guarantee from the Seller or the Manufacturer of these Products. The Buyer is bound by the way the guarantee rights of the seller or the manufacturer are exercised.
4. Capitalized words, expressions and phrases in these General Guarantee Conditions (the "**GGC**") should be given the meaning that is attributed to them in the General Conditions of Sale, unless these GGC state otherwise.
5. If the subject of this Guarantee is the set of Products, and the guarantee rights will be exercised only to a part of this set, for the purposes of the Guarantee within the scope described, the Product shall mean this part of the set.

II. GUARANTEE CONDITIONS

1. The Guarantor declares that during the Guarantee Period, the Product will be free from physical and legal defects.
2. The Guarantee Conditions apply for the period indicated each time in the Guarantor's offer, which is an integral part of the Sales Agreement (the "**Offer**").
3. If the conditions of the Guarantor's guarantee liability are fulfilled, the Buyer is obliged to submit guarantee claims immediately, but no later than within 30 days from the date of finding the defect by the Buyer, by e-mail via the complaint form on www.luxon.pl. The Buyer is obliged to provide the data required by the Guarantor in the complaint. The provision of the set of data is necessary to accept the complaint by the Guarantor. On the basis of the complaint, the Guarantor will contact the Buyer by phone or e-mail in order to determine the details of the complaint.
4. After the procedure referred to in par. 3, the Product to which the exercise of the guarantee rights relates should be delivered by the Buyer to the Guarantor to the following address: **Luxon Sp. z o.o., Kwiatowa Street No. 45, 55-330 Krepice**, in a complete and properly secured condition during transport, at the Buyer's expense, along with a detailed description of the defect and proof of purchase.
5. The Product may be delivered to the Guarantor by making the Product available at the place indicated by the Buyer, but this is only possible after prior written consent of the Guarantor.
6. As part of the Guarantee provided, the Guarantor is obliged to reimburse the price of the Product, remove the defect of the Product or replace the Product with a new one. The Guarantor selects the obligation performance method.
7. The guarantee repair of the Product will be performed within 14 business days from the date of delivery of the defective Product to the Guarantor. In exceptional cases, in particular when it is necessary to import parts necessary to perform the repair, the repair may take longer, of which the Buyer will be notified.
8. After the repair, the Product is collected by the Buyer from the Guarantor at the address indicated in par. 4 or sent by the Guarantor to the address indicated by the Buyer, at the Guarantor's expense.
9. The guarantee repair of the Product may be performed only by the Guarantor or the third party, indicated in writing by the Guarantor (the "**Service**").
10. The guarantee period for the Product covered by the complaint is extended by the period during which, as a result of the Product defect, the Buyer could not use it.
11. If the defect reported by the Buyer includes individual light sources in the Product (diodes), their repair or replacement does not constitute a significant repair within the meaning of art. 581 § 1 of the Civil Code. In such cases, the guarantee period is extended by the period during which, as a result of the Product defect, the Buyer could not use it. If the Guarantor replaced the part of the Product, the guarantee period for the replaced parts of the Product runs anew from the time of replacement.

12. If the replacement of the Product with a new one is not possible or highly difficult, in particular due to unavailability or discontinuation of manufacture of the Product, the Guarantor may reimburse to the Buyer the amount paid by the Buyer for the Product or replace the Product with another model with the same properties, which, however, may differ slightly in terms of design and technical specifications.
13. This Guarantee applies only to the Product that was installed in accordance with the guidelines contained in the Product Installation Instruction, Product Card, Product Data Sheet and other documents attached to the Product (the "**Set of Documents**"), in particular the guidelines concerning electrical values, Product operation range, environmental conditions, Product applications, as well as IEC standards. The Set of Documents is available on the website www.luxon.pl
14. The Guarantor declares that during the Guarantee period an initial luminous flux decrease of up to 20% is allowed, with a maximum of 10% of damaged diodes in the LED module in the luminaire in accordance with the LxBy parameter contained in the Product Data Sheet. The described decrease does not constitute the Product defect within the meaning of these GGC.
15. The guarantor declares that with regard to new LED luminaires (modules), the tolerance of the parameters of the luminous flux, power and color temperature is allowed within the range of +/- 7%. The described tolerance does not constitute a Product defect within the meaning of these GTC.
16. This Guarrantee does not cover the Guarantor's liability for the installation of the Product, provision of access to the Product, damages or other costs of the Buyer, including those related to the need to disassemble and reassemble the Product.
17. The Guarantor is not responsible for Product defects resulting from:
 - a. improper operation of the Product,
 - b. using the Product in a manner inconsistent with the guidelines contained in the Set of Documents,
 - c. improper use of the Product, including to the extent of mechanical damages caused,
 - d. improper storage or transport of the Product,
 - e. force majeure,
 - f. fortuitous events,
 - g. reasons not attributable to the Guarantor.
18. The Buyer loses the guarantee rights in the following cases:
 - a. as a result of independent repairs, interference or structural modifications to the Product made by the Buyer or the third party for which the Guarantor is not responsible,
 - b. as a result of the interference with the Product found by the Guarantor or the Service, in particular in the form of breaking the guarantee seal of the Product.
19. The Guarantor is not responsible for the timely performance of the guarantee obligations if its activities are disturbed by force majeure or other unforceable event.
20. The Guarantor is not responsible for the timely performance of the guarantee obligations, if the Buyer fails to provide the Guarantor with access to the Product by its delivery or making available on the terms described in the GGC.
21. In cases not specified in this Guarantee, the provisions of the Civil Code and the General Conditions of Sale of Luxon sp. z o.o. shall apply.
22. This Guarantee excludes the Buyer's rights resulting from the provisions on the warranty for defects in goods sold.
23. The Guarantee is only valid with the Sales Agreement and the sales invoice.

On behalf of the Guarantor:

v.26082019