

## GENERAL GUARANTEE CONDITIONS for the street lighting 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 the General Guarantee Conditions of Luxon sp. z o.o. (the "**GGC**") should be given the meaning that is attributed to them in the General Conditions of Sale of Luxon sp. z o.o., unless this document states 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](http://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 claim, as well as the date of delivery of the Product by the Buyer to the Guarantor.
4. As part of the performance of the guarantee obligations, after receiving the complaint from the Buyer, referred to in par. 3 above, the Guarantor delivers to the Buyers, at its own expense, the Product of the same type or an equivalent Product, including any technological changes (the "**Replacement Product**"), within 14 business days from the date of receipt of the complaint. The Product subject to the guarantee claim is provided by the Buyer to the Guarantor at its own expense.
5. The guarantee claim concerning the Product is examined consequentially, and the Guarantor reserves that the delivery of the Replacement Product referred to in par. 4 above does not constitute the recognition of the guarantee claim. If the Guarantor recognizes the legitimacy of the guarantee claim, the ownership of the Product subject to the claim is transferred to the Guarantor, and the ownership of the Replacement Product is transferred to the Buyer. If the Guarantor does not recognize the legitimacy of the guarantee claim, the Buyer acquires the ownership of the Replacement Product and is obliged to pay the Guarantor the sales price of the Replacement Product that was replaced with the Product subject to the claim, as well as the costs of transport of the Product to the Buyer. At the same time, the ownership of the Product subject to the guarantee claim remains with the Buyer, and the Guarantor sends the Product subject to the claim, at the Buyer's expense, to the Buyer.
6. 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, along with a detailed description of the defect and proof of purchase, after prior consultation with the Guarantor. The cost of delivery of the Product or Products subject to the complaint shall be borne by the Guarantor, except for the cases referred to in section 13 of these GGC.

7. If the exercise of the guarantee rights relates to luminaires in a number exceeding 10 pieces, the Guarantor is entitled to indicate each time, by phone or via e-mail, the individual mode of collection of the Product from the Buyer.
8. 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](http://www.luxon.pl).
9. The Guarantor declares that during the Guarantee period an initial luminous flux decrease of up to 10% 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.
10. 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.
11. This Guarrantee excludes 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. This Guarantee excludes the Buyer's rights resulting from the provisions on the warranty for defects in goods sold.
18. The Guarantee is only valid with the Sales Agreement and the sales invoice.

On behalf of the Guarantor:

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