

LED LABS sp. z o.o.
GENERAL TERMS AND CONDITIONS
OF WARRANTY
for non-consumer buyers

1. LED LABS ensures and warrants that its products are free from defects in materials and in workmanship.
2. The warranty period is, in principle, 24 months. The warranty period may be longer for some products. In this case, information about the warranty period will be indicated on the packaging of the product or in the catalogue card, available on the LED Labs website, at: www.led-labs.pl. The warranty period runs from the day on which the product is delivered by LED Labs to the direct buyer.
3. The warranty is granted only to the direct buyer and is not transferable to further buyers or other entities.
4. The buyer is entitled under the warranty only provided that the full price of the products has been paid to LED Labs.
5. The warranty covers only the physical defects of the products, which became disclosed within the time limit of the warranty, and which are resulting from a cause inherent in the product at the time when the risk of accidental loss or damage to the product was transferred to the buyer (usually at the time of delivery). The warranty regards only those defects which are concerning the utility of the product and reducing their usability due to the purpose of ordinary use.
6. The warranty does not cover, in particular, the defects resulting from improper use of the product as well as from its assembly, self-adjustment or repair inconsistent with the user's manual or technical rules. The warranty does not cover defects resulting from the improper transportation, storage or cleaning, as well as mechanical defects resulting from accidents, natural disasters, abnormal mechanical or environmental conditions such as high temperature or pressure, water, chemicals or similar factors. This warranty shall not apply if the product was not used in accordance with any accompanying instructions, or the product was not used for its intended function.
7. The warranty does not cover changes in the characteristics of the products resulting from normal wear and tear of the product over time. Due to the physicochemical characteristics of the lightemitting diodes (LEDs), the drop of luminous flux by 30% or less or slight change in the colour of light shall not be considered as a defect of this product.
8. The buyer shall notify his complaint to LED Labs in writing or by e-mail. The complaint must be made in writing or by e-mail not later than within 14 days from the day on which the defect of the product was noticed, under the pain of losing the resulting claims. The complaint should identify the faulty product and the occurring defect.

9. LED Labs should consider the complaint within 14 business days, however in a case when additional investigation, technical analysis or examination of the product itself is needed, the term shall be prolonged and LED Labs shall inform the buyer of the new term.
10. LED Labs may ask the buyer for further materials or documentation, in particular for the photographs of the faulty product or for the document confirming the sale of the product. The failure to provide those materials might prolong the procedure of considering the complaint.
11. If the examination of the product itself becomes necessary, the buyer shall deliver the faulty product to LED Labs and cover the costs of its transportation – that is unless the parties decide otherwise. In such a case, should the complaint be justified, LED Labs shall return the transportations costs to the buyer. Should the complaint be unfounded, LED Labs shall not be obliged to return the transportation costs, nor to cover the costs of returning the product back to the buyer. The buyer bears the risk of accidental loss or damage to the product up to the moment of its delivery to LED Labs and from the moment when the product is handed over to the chosen carrier or directly to the buyer.
12. Should the buyer's complaint be justified, LED Labs shall – according to its own choice - remove the physical defect of the product (repair the product), deliver a new product free from defects (replace the product) or return the price paid by the buyer.
13. LED Labs shall perform its obligation to repair or replace the product or to return the price within 15 business days from the day on which the buyer's complaint is considered as justified, however in case of technical or supplying difficulties, the term shall be prolonged and LED Labs shall inform the buyer of the new term.
14. In the case of repair or replacement of the product by LED Labs, the warranty period shall not be extended nor renewed.
15. LED Labs shall not be liable to the buyer or end user of the product for any damages, expenses, lost revenues, lost savings, lost profits, or any incidental or consequential damages arising from the purchase, use or inability to use the product.
16. This GTCW applies from 01.07.2017.
17. All agreements concluded according to this GTCW shall be governed and assessed by Polish law. In cases not covered by this GTCW and by the agreement, the provisions of the Polish Civil Code and other related laws shall apply.
18. In case of any doubt the Polish language version of GTCW shall be conclusive.
19. The parties shall make effort to solve any disputes arising from their agreement amicably. Should the attempts to solve them amicably fail, the disputes arising from the agreement concluded by LED Labs and the Distributor shall be litigated by the court of jurisdiction competent for LED Labs.