

**CONDITIONS OF WARRANTY FOR LIGHTING FIXTURES EXPORTED BY AQUAFORM INC.**

- Luminaires manufactured by AQUAFORM INC. are covered by a 60 month guarantee for luminaires integrated with a LED light source and 24 month guarantee for other non-integrated luminaires**, as of the date of sale (invoice/receipt issue).
- The fixture installation and usage should be in conformance with the GUIDELINES FOR USE.**
- The warranty covers** only defects caused during the manufacturing process and become apparent during usage.
- The scope of the warranty covers defects in the material, surface finishing or faulty components or assembly.
- The warranty does not cover** wear and tear due to normal use or damage caused by:
  - improper transport or storage,
  - improper installation, usage or service and maintenance,
  - improper electrical installation or abnormal electrical supply conditions e.g. faulty connection, defective wiring, voltage fluctuations, surges, or other unforeseeable circumstances,
  - modifications and changes to the supplied fixture or repairs made by unauthorized persons.
- The warranty does not cover** parts worn out due to normal exploitation, e.g. conventionally replaceable light sources specified in a fixture service and maintenance schedule.
- Complaints due to damage incurred during transport will be subject to the contractual terms of the carrier. The customer, or his appointed contractor, must inspect all deliveries for damage or evident imperfections, before accepting the shipment. Any damage should be noted on the delivery note and a shipping damage report prepared. This should be sent to the AQUAFORM INC. Service Department along with a copy of the annotated delivery note.
- AQUAFORM INC. does not take responsibility for direct or indirect costs (e.g. assembly and dismantling costs, materials or third party costs), caused by the product's defects, limiting its responsibility only to the product itself.
- The warranty is invalidated** in case of physical changes made to the fixture or the lighting system as supplied, supplied components for installation have not been used, or when repairs have been made by unauthorized persons, or when any remedial actions have been undertaken without previous agreement by the manufacturer.
- The conditions necessary for settling a warranty claim on faulty products are as follows. Complaints will only be progressed if based on a completed "COMPLAINT REGISTRATION DOCUMENT", along with proof of purchase in the form of an invoice copy. A "COMPLAINT REGISTRATION DOCUMENT" can be downloaded from [www.aqform.com](http://www.aqform.com)
- Only the customer is entitled to file a complaint. If the detection of the defect is by a third party, the complaint must be made through the customer.**
- The customer is obliged to provide any necessary information for support the complaint which may be requested by the AQUAFORM INC. Service Department e.g. description of the product usage and application, evidence for the reason of the complaint, etc.
- Products which are the subject of a complaint should be delivered to the AQUAFORM INC. Service Department at the claimant's expense.**
- In the case that it is necessary for AQUAFORM INC. staff to visit the installation and it is determined that the claim is not valid, the customer will be liable for travel and accommodation costs and, if necessary, hire of equipment costs.
- About the way of considering the justified declaration decides AQUAFORM INC. Complaint Department by defining defect nature. The ways of examining the warranty claims: product repairs, exchange for the new one, refund of the payment for the purchased products or compensation in the form of the product price markdown.
- The purchaser will be informed by the AQUAFORM INC. Service Department, in writing no later than 15 days after receipt, about the proposed rectification methodology and the time frame within which the rectification will be carried out.** In special cases the duration of the

complaint examination may be extended and, should this be the case, the customer will be informed immediately.

- Terms for product returns are available on the website [www.aqform.com](http://www.aqform.com) under "Downloads".
- AQUAFORM INC. does not exclude the possibility of its participation in extrajudicial consumer dispute resolution proceedings as stipulated in the 23.09.2016 extrajudicial consumer dispute resolution act, however the above is not tantamount to a preemptive expression of consent, thus declaring, that it shall participate in such proceedings only, when the company submits a declaration of initiating or participating in such proceedings.

**GUIDELINES FOR USE**

**To assure correct operation of the lighting fixtures please read the guidelines below.**

- Installation of the fixtures should only be done by an authorized electrician in accordance with the installation instructions and sector specific safety requirements.
- Any repairs or service and maintenance must be done by a person with the appropriate qualifications and who has read these guidelines.
- Any work carried out on the lighting fixtures should be performed only when the circuit is disconnected. During service and maintenance or remedial work, care should be taken to examine the mechanical status of the fixture fixings.
- It is prohibited to install the fixture to any light sources other than those specified on the product label. Failure to comply with this may result in product failure, jeopardize the electrical installation, or pose a risk to health and safety.
- It is forbidden to:
  - install the lighting fixtures to a power supply outside the parameters specified on the product label
  - install the lighting fixtures in environments inconsistent with the stated degree of ingress protection (IP rating).
  - install the lighting fixture with a distance smaller to the illuminated object than specified on the product label.
  - install the lighting fixture on a surface or structure other than is recommended by the manufacturer.Failure to comply with the above might result in product failure, jeopardize the electrical installation, or pose a risk to health and safety.
- It is forbidden to apply either mechanical elements or adapt the electrical installation procedure other than included in the instruction for use manual.
- To ensure optimum performance efficiency, the fixture service and maintenance recommendations should be followed.
- Incandescent, halogen and high intensity discharge light sources can cause high fixture surface temperatures. Care should be taken that the place of installation causes no risk is to health and safety.
- Painted surfaces should always be cleaned with a soft damp cloth with the power disconnected. It is inadvisable to use chemically aggressive or solvent based cleaning agents.
- On culmination of their commercial life, the lighting fixtures should not be haphazardly discarded. They must be disposed of according to the WEEE Directive regulations - either to a waste disposal point or returned to the manufacturer.

**AQUAFORM Inc. sp. z o.o.**

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