

LED Industrial Fixtures General Warranty Conditions

1. These conditions apply to Tungsrám branded LED Fixtures (hereinafter referred to as "**Products**") sold to Customers within Europe, Middle East and Africa by Tungsrám Operations Kft or any other Tungsrám entity that is involved in the Lighting sub-business division of Tungsrám and located in Europe, Middle East or Africa (hereinafter: "**Tungsrám Operations**").
2. These Warranty conditions apply to those users of the Products that received these Warranty Conditions directly from Tungsrám Operations from January 1st, 2019.
3. Tungsrám Operations confirms that the Products comply with the relevant IEC standards, and are in accordance with the specifications set out in the Tungsrám - Specification sheets and in the relevant Technical Datasheets.
4. The Warranty Period is defined by Product Lifetime and Burning Hours. Warranty commences from date of installation, or date of delivery to Customer plus 30 (thirty) days, whichever expires earlier.

Warranty Period
5 years/max. 20.000 hours of operation warranty (whichever occurs sooner) for all fixtures with rated life of 50,000 hours (L80B50)

5. The Customer must notify Tungsrám Operations immediately and in any event within 30 days of discovering the failure of the Product informing Tungsrám Operations on such data and circumstances as specified in Section 9 below, and upon request from Tungsrám Operations present the following documents:
 - a. proof of purchase
 - b. records of operating history
 - c. proof or receipt of these Warranty Conditions directly from Tungsrám Operations.
6. Failure to inform Tungsrám Operations within the 30-day deadline set out in Section 5 above cancels the warranty.
7. Tungsrám Operations shall not be liable for any defective Product that has not been installed or used in accordance with Tungsrám Operations' recommendations as published by Tungsrám Operations from time to time or as provided to users by Tungsrám Operations.
8. The Product must have been properly installed according to specified restrictions on type of luminaire;
 - a. The Product must have been operated in environmental conditions which are within the specified operating range of the Product, including but not limited to temperature, humidity and air movement;
 - b. Compatibility of any Products with Dimmers or Transformers/Drivers, is the responsibility of the Customer to determine, unless Tungsrám Operations approved controls are used. Tungsrám Operations does not warrant the suitability of a Product for any particular application or use in any particular equipment.
9. If the Customer wishes to bring a claim against Tungsrám Operations under these conditions, it must notify Tungsrám Operations Product Service Organisation in writing at the contact coordinates written in Section 10 below, using the current Tungsrám User complaint form - specifying the following information:
 - a. Precise details of the defects in the Product (failure mode description);
 - b. Product type;
 - c. Date code;
 - d. Date installed;
 - e. Total number of fixtures installed;
 - f. Hours burned;

- g. Number of defective fixtures;
- h. Date failed;
- i. Switching cycle;
- j. Conditions at the installation including supply voltage, type of LED transformer/driver if used, type of luminaire, location of installation;
- k. Contact details for Customer.

10. The contact details of Tungsram Operations Product Service Organisation are the following:

Tungsram Operations, Product Services Organisation, Building 70, Váci út 77, 1044 Budapest, HUNGARY

11. On receipt of written notification of a defective Product, Tungsram Operations will investigate the validity of the complaint. Tungsram Operations shall (at its discretion) be entitled to examine all or only samples of the failed Product to determine the cause of failure and to inspect the luminaires and installation relating to the Product which are the subject of the claim, including attending at the premises of the Customer where the Products are installed. Proof of purchase and records of operating history should be kept and made available for inspection, failure to provide these may invalidate any Warranty.
12. Notwithstanding any other statement herein, Tungsram Operations' undertaking to replace defective Products in accordance with these conditions shall not apply to:
- failure caused by incorrect installation;
 - fluctuation in the supply voltage greater than $230V \pm 10\%$;
 - failure caused by exposure to excessive physical force, vibration or direct contact from water droplets;
 - cases where any of those in item 5 has not been observed
13. Subject to these conditions Tungsram Operations' sole obligation hereunder shall be, at Tungsram Operations' discretion, to
- Provide replacements for defective Products of the same specification or in the case of obsolete products with comparable alternative Products in Tungsram Operations' reasonable opinion, or
 - Issue a credit note to the value of the Products' net sales price pro-rated to the unmet Warranty Period.
 - Tungsram Operations shall have no liability for any labour, installation or to costs related to Product replacement, which may be incurred by Customer, unless expressly otherwise provided for in these Warranty Conditions. Further, Tungsram Operations shall have no liability for any indirect or consequential damage.
14. This Warranty shall not be assigned, transferred or vested into any third party.

On behalf of Tungsram Operations