



5 YEAR WARRANTY CONDITIONS

NIVISS PHP Sp. z o.o. Sp.k. ul. Rdestowa 53D, 81-577 Gdynia, Poland (in the following text referred as NIVISS) grants its customers the following warranty subject to the provisions set out below.

1. General Provisions

- 1.1 This warranty only applies to products sold and installed worldwide under the NIVISS brand name, purchased after 1st December 2017.
- 1.2 This extended warranty is only valid for standard Products as they can be found on our Website and purchased as from 01/12/2017. Or for an individual product with information about 5 year warranty time included in the data sheet - sent by the manufacturer.
- 1.3 The extended warranty is solely granted to the authorized partner purchasing the Products from NIVISS, the authorized distributor is not authorized to change or extend the terms and conditions of the warranty on behalf of NIVISS
- 1.4 This warranty is limited to commercial businesses and institutional customers, and excludes private consumers.

2. Warranty Case

- 2.1 The NIVISS guarantee (in the following text referred to as "Warranty Period") is valid for a period of 5 (five) years and begins on the date when products are invoiced from the NIVISS to partner.
The NIVISS products purchased such as LED modules, PSU (power supply unit) and other LED components which are installed in NIVISS luminaires are free from material defects, construction faults or manufacturing defects (in the following text referred to as "defects")
- 2.2 Failure of individual or several LEDs on LED modules or linear printed circuit boards is not considered as defective providing the function of the entire assembly is not seriously impaired or if a certain inevitable nominal failure rate is not exceeded. The reduction of the luminous flux due to soiling of the luminaire is not considered defective, nor covered by this warranty.
- 2.3 Considerable impairment is when the nominal failure rate is greater than 0.3% per 1,000 hours of the product's operation. The warranty exclusively refers to the mortality rate of electronic converters and LED assemblies and not to configurations, parameter settings, or modification by unauthorized third party access to the systems, which change due to wear, fatigue or soiling.
- 2.4 A reduction of up to 0.6% per 1,000 operational hours in the luminous flux of LED modules is deemed normal, and therefore not covered by this warranty. The initial luminous flux and power values of new LEDs have an admitted allowance of +/-10%. Color shifts of LED modules over their operational lifetime is deemed normal, and therefore not covered by this warranty.
- 2.5 The number of operational hours will be calculated as the average amount of daily operating hours multiplied by the number of days since the installation of the relevant luminaires. This calculation will be supported by the customer's electricity bills and other relevant documents, such as operational logs. NIVISS retains the right to review the accuracy of the claimant's calculation and documentation, and will in turn also calculate the nominal failure rate through other empirical and technical measurements

3. Preconditions for the occurrence of a Warranty Claim

- 3.1 A precondition of this warranty is that the luminaires are operated in compliance with the conditions specified by the manufacturer such as, but not limited to, current, voltage, and admissible ambient temperature. The warranty period is granted to cover a maximum of 4,000 operational hours per year. The underlying standards and applicable regulations such as the low voltage directive 2006/95/EEC, the EMC directive 2004/108/EC and standard EN 60598 have to be applied. Humidity, contact with aggressive liquids and/or gases, LED damage by electrostatic discharge (ESD) and lightning strikes are not covered by this warranty.
- 3.2 A warranty claim cannot be made for defects resulting from customer negligence, improper usage, inobservance of the NIVISS instructions and guidelines, damage by a third party, or any other external events such as natural disasters.



3.3 The Product is installed with power supplies purchased from NIVISS. Both the product concerned and the relevant power supplies are provided on one and the same order.

3.4 Any installation and/or assembly work on the Product is carried out by specialized technical staff in compliance with the instructions accompanying the Product.

3.5 The Product is maintained by specialized technical staff in compliance with any instructions accompanying the Product. The Product shall not be changed/repaired either without the relevant written authorization or not in compliance with the enclosed instructions.

3.6 Customer shall proof correct installation by means of pictures, video or other reasonable means and/or the return of defective Products for further analysis is to be organized by the authorized distributor upon simple request from NIVISS.

3.7 The customer shall bear the burden of proof for all preconditions of this warranty set out in this section such as correct installation and proper operation of the luminaires.

4. Warranty service

4.1 Should the Product be affected by defects covered by this warranty, NIVISS shall be free to decide in its absolute discretion whether to repair and/or replace the Product with the same or an equivalent Product - subject to the technological progress that has taken place since the release of the original Product. Replacement Products and/or parts or repaired Products and/or parts that are equally reliable to new Products or parts can be used. The replacement Product/part can deviate from the original but with equivalent functionality and/or minor design changes.

4.2 New or used materials may be employed if a product is replaced in the context of a warranty claim, or if other replacement parts are used in the course of repair work. A replacement product may vary slightly from the original product with regard to technical data, design and dimensions. Replacement LED modules may have different light properties if the luminous flux of the original LED modules has changed due to wear or technological improvement of new modules. Used materials are defined as parts or products that have been previously used and subsequently serviced to be equivalent to new products or parts with regard to performance, reliability and functionality.

4.3 NIVISS may choose to inspect, repair and/or replace the LED components on any of its sites or on the customer's premises.

4.4 NIVISS does not assume any contractual liability beyond this manufacturer's warranty, including, but not limited to, disassembly of luminaires, cost of re-installation, indemnity claims regardless of negligence or fault.

4.5 The customer's contractual or national statutory rights in relation to their relevant seller are not affected by the manufacturer's warranty.

4.6 Warranty claims will be considered at the manufacturer's headquarters.

5. Warranty claim

5.1 Warranty claims must be submitted by e-mail within 14 days of the defect's occurrence, stating the registration project number or invoice number and all other relevant details, to service@niviss.com

The original invoice showing the purchase date must also be submitted.

6. Final provisions

6.1 The materials or products replaced under warranty by NIVISS become the property of NIVISS.

6.2 If a warranty claim is submitted and the inspection of the Product by NIVISS shows that the Product is not defective, or that the warranty cover does not apply for any of the reasons specified in 5 YEAR WARRANTY CONDITIONS, then NIVISS shall be entitled to demand a refund of any resultant expenses incurred during the course of inspection to determine the claim.

6.3 The incidental costs for warranty claim work such as the dismantling and reassembly of products, procurement / rent of lifting devices and scaffolding, cost of shipping defective luminaires or single parts shall be borne by the customer. Any other consequential costs caused in particular claims related to lost profits, equipment downtime, other claims by the failure of the installation, or any other damages are not covered by this warranty.

Niviss is only responsible for the repair or replacement of a damaged product in accordance with the provisions of the above document.

6.4 This warranty is governed by the laws of the Republic of Poland excluding application of the UN Convention on Contracts for the International Sale of Goods.