

# Warranty

**Guarantor:** Commodities Management Services Sp. z o.o. with its registered office in Warsaw Address: 02 – 541 Warsaw, Narbutta 30; Poland

**Territorial scope of guarantee protection:** EMEA region without territorial restrictions (for countries: PL, CZ, SK, D, UK, LT, LV, EST, A, CH, I, BG, RO, SLO, HR, BiH, GR, SRB, MK – Macedonia, ALB, TR – Turkey, F, SP, PT, NL, B, LUX, UA, S, N, FIN, DK, IL – Israel, SA – Saudi Arabia, QA – Qatar, EG, YE, BH – Bahrain, IQ – Iraq, IRN – Iran, LT, LV, EST, ISL)

**Warranty duration:** 2 years, unless the warranty conditions provide for a shorter warranty period

## GENERAL CONDITIONS OF QUALITY ASSURANCE

1. This document is issued inclusively for an item sold to the Buyer via the Internet via the <https://canaluminair.com> website, and the quality guarantee is covered by the item in the form of a lighting lamp with the symbol LED W/B 14-03, sold under the Canaluminair brand, in Europe and the Middle East, hereinafter referred to as the "Product".
2. This warranty applies only to the Buyer who purchased the Product from Commodities Management Services Sp. z o.o. with its registered office in Warsaw, hereinafter referred to as the "Guarantor" or from its authorized distributor.
3. This guarantee is granted by the Guarantor as to the quality of the Product sold to the Buyer for a period of 2 years from the date of release of the Product to the Buyer (date of delivery of the Product).
4. The warranty does not exclude, limit or suspend the Buyer's rights under the provisions on warranty for defects in the sold item.
5. Liability under this warranty covers only physical defects revealed during the warranty period, arising from causes inherent in the Product sold, reducing the use and technical value of the Product.
6. The Guarantor's liability is excluded if the physical defect of the Product was caused by external factors, force majeure or improper use of the Product, including its improper installation contrary to the installation instructions and inconsistent with the instructions for use of the Product without taking into account local electrical parameters, provided to the Buyer when releasing the Product. The Product data appearing on the sticker, including confirming the date of manufacture of the Product and the product ratings and other information allowing the identification of the Product, must remain clearly legible throughout the warranty period, which is a condition of the Guarantor's liability for the quality of a given Product and the basis for recognizing warranty claims submitted by the Buyer.
7. In the event of a defect in the Product, the Guarantor undertakes to remove the physical defect or to deliver the item free from defects, provided that the defects are revealed within two years from the date of release of the Product to the Buyer.

8. If, after reporting the defect, it turns out that the Product is inconsistent with the properties provided by the Guarantor or it turns out that it is defectively made to the extent that it requires its replacement due to physical defects confirmed by the Guarantor (actual manufacturing defects), the defective Product becomes the property of the Guarantor, and the Guarantor undertakes to provide the Buyer with an item free from defects or to refund the price paid.
9. The choice of the type of obligation in the event that the Guarantor determines liability under this guarantee belongs exclusively to the Guarantor.
10. In the case of replacing the Product with a new one or making significant repairs to the Product, including replacing parts of the Product, the warranty for the Product runs anew from the date of delivery to the Buyer of the new Product or Product after the repair made in it.
11. In other cases of removing the defect in the Product, the warranty period is extended only by the time in which the Buyer could not use it due to the defect in the Product.
12. If, during the warranty period, as a result of a defect, it is necessary to replace the Product with a new one, but the Guarantor is unable to do so due to the end of production of the Product or its lack of availability, the Guarantor may return the price of the Product to the Buyer or replace the Product with another of an equivalent or higher class (which may differ in design and product characteristics resulting from a change in the requirements of the commercial market, but not differing in performance), if the Buyer agrees to such an exchange. In the case of replacement of the Product with another equivalent or higher class, the warranty runs anew from the date of release of such Product.
13. If, after the warranty period, it is necessary to repair the Product, the Guarantor grants a 6 (six) month warranty only for the components or spare parts and labor listed in the Product, counted from the date of delivery of the repaired Product.
14. Only the Guarantor is entitled to change the terms of this warranty, in part or in full. The Distributor through whom the Buyer purchased the Product does not have the authorization from the Guarantor to change any part of the warranty conditions.
15. These warranty conditions do not cover the costs and expenses of removing the Product and reinstalling the Product at the Buyer's premises, nor do they cover the removal and reassembly of the Product.
16. The Guarantor's liability under this warranty is excluded in cases where:
  - the purchase documents have been altered or become illegible to an extent that it cannot be established that they relate to the Product covered by this warranty;
  - the Product number on the sticker mounted on the Product or other Product ratings and other information allowing identification of the Product (model and/or serial number, if available) has been changed or removed;
  - the Product has been repaired and/or modified on its own;
  - The product has been installed incorrectly or not in accordance with the installation instructions;

- the Product has been misused, contrary to the instructions for use or the rules of operation and use;
- The product has been improperly or insufficiently maintained during its lifetime;
- The product has been damaged as a result of an external event, e.g. an accident, incorrect supply voltage or as a result of force majeure by which the term is understood as extraordinary events, e.g. lightning strikes, fire, water, natural catastrophes, state of natural disaster;
- The product has been mechanically damaged in whole or in part;
- There has been normal wear and tear of the product or parts thereof;
- The product was damaged during shipment, and the damage was not reported to the carrier.

## **EXERCISE OF RIGHTS UNDER THE QUALITY GUARANTEE**

17. During the warranty period, the Guarantor undertakes to remove the physical defect revealed in the Product free of charge, unless the Guarantor's liability for the defect is excluded under the terms of this warranty.

18. The Buyer is obliged to report the physical defect of the Product to the Guarantor in the form of a written complaint sent electronically to the e-mail address of the [office@cm-services.pl](mailto:office@cm-services.pl) within 14 days from the date of finding the defect, with an indication in the complaint:

- Date and number of the purchase document (VAT invoice, receipt, bill) and specifying the entity from which the Product was purchased on the basis of an invoice or receipt (purchase);
- Date of receipt of the Product;
- Identification of the Product with an indication of its model, symbol or serial number or batch number, if available, as part of the general numbering system of the Manufacturer of the Product;
- A detailed description of the identified physical defect of the product or the occurring technical problem in the use of the Product;
- The number of Products in which defects occurred, if the Buyer has purchased a specific batch of the Product;
- Photographs showing the identified defect in the Product;
- Photographs of the label on the packaging and on the Product.

19. If, on the basis of the complaint, it is not possible to qualify the reported defect, the reasons for its occurrence and the method of removing the defect, which does not allow the Guarantor to respond to the complaint and comment on its legitimacy before the actual inspection of the Product, the deadline for recognizing the complaint, referred to in point 20, will start to run from the date of actual inspection of the Product.

20. Within 14 days from the date of receipt of the complaint, the Guarantor shall provide the Buyer with a response to the complaint, and if it is considered justified, he will inform the Buyer about the date and method of its settlement.
21. If the complaint letter received by the Guarantor by electronic means to the e-mail address of the [office@cm-services.pl](mailto:office@cm-services.pl) does not clearly indicate whether the complaint was submitted on the basis of a warranty or on the basis of a guarantee, the Guarantor will contact the Buyer in order to specify the basis for the complaint. In such a case, the deadline for considering the complaint, referred to in point 20, will start to run from the date of clarification by the Buyer of the basis of the complaint.
22. If the warranty claim proves to be justified, the Guarantor will cover the costs of shipping the Product after repair or the Replacement Product to the Buyer. The Guarantor has the right to charge the Buyer for the costs of the fee for returning the Product to the Buyer if it turns out that the Product was not damaged, did not have defects covered by the warranty or when it was handed over for repair as a result of improper operation. The fee will be increased by the cost of testing the Product or the costs of other activities performed by the Guarantor to check the Product.

## **LIMITATIONS, EXCLUSIONS**

23. This warranty is limited and excluded, among other things, due to: installation, means of access to the Product (scaffolding, cranes, etc.) and special, incidental or consequential damages (e.g., loss of business profits, loss of earnings, damage to property, or other costs not previously mentioned) and is further determined by the limitations and conditions provided for in the warranty and in these terms and conditions. The guarantor cannot be held responsible for electrical supply conditions, including surges, voltage drops or undulating current control systems, which exceed the limits specified by the relevant supply regulations (e.g. EN 50160 standards).
24. With respect to Products sold to the Buyer by the Guarantor, which are not produced by the Guarantor, the Guarantor does not provide any warranty, in particular regarding the commercial suitability or suitability for a specific purpose of the Product, but will make available to the Buyer on request, only to the extent permitted by law, the manufacturer's guarantees of the Product.
25. The above terms and conditions determine the liability of the Guarantor, who is the manufacturer of the Product, its obligations to the Buyer, as well as the sole and exclusive means available to the Buyer for the defective Product.