

## **GENERAL WARRANTY TERMS AND CONDITIONS (GWTC)**

## I. GENERAL PROVISIONS

Definitions:

- 1. "Guarantor" SPOT Light Sp. z o.o. based in Poland, Bierawa 47-240, Nowe Osiedle 13D, registered in the Register of Entrepreneurs maintained by the District Court in Opole, VIII Economic Department of the National Court Register under the number KRS 0000271589, VAT ID: 749-20-10-544, REGON: 160112901.
- 2. "Product covered by the warranty" (subject of the claim) all products are covered by the sales agreement, for which the Guarantor is the manufacturer. In the case that the subject of sales are products of which the Guarantor is not the manufacturer, the Guarantor provides a warranty to the extent obtained from the seller or manufacturer of these products. If the subject of the Warranty is a set of products and the warranty rights are only exercised on a part of this set, the term "Product" shall be understood to mean this part of the set for the purpose of fulfilling the Warranty within the scope described above.
- 3. "Warranty Period" the warranty terms and conditions for products of which the Guarantor is the manufacturer are valid for up to 5 years from the date of sale, excluding lampshades and light bulbs, for which the Guarantor provides a 24-month warranty. In the case of other products not manufactured by the Guarantor, the warranty period is specified in the manufacturer's specification sheet or GWTC (General Warranty Terms and Conditions) of the manufacturer.

## **II. WARRANTY TERMS AND CONDITIONS**

- 1. The Guarantor declares that during the warranty period, the product will be free from physical and legal defects.
- 2. The Purchaser or their authorized representative is obliged to report warranty claims immediately without any delay by filling in the required fields in the complaint form available on the website www.spotlight.pl. Submiting the form will automatically generate a unique identification number for the complaint. The complaint number must be referenced in the remarks field (mandatory requirement) during the courier service process for sending the complaint item or included as a printout.
- 3. The complainant is required to provide, together with the complaint or during the warranty procedure conducted by the Guarantor, all necessary information needed to consider warranty claims, such as:
  - Providing contact details of the entitled party under the warranty,
  - Ataching proof of purchase of the Product to the complaint,
  - Providing information regarding the defective Product, including the period of occurrence of the defect, its description, and circumstances of detection,
  - Providing photographs of the defective product,
- 4. The subject of the complaint should be delivered by the Purchaser in a complete and securely protected condition during transportation.
- 5. The Guarantor shall choose the method of fulfilling obligations under the warranty.
- 6. The Guarantor shall not be liable for product defects caused by:
  - improper handling and usage,
  - mechanical damage,
  - use of improper maintenance agents,
  - improper storage or transportation,
  - self-repairs, interference, or structural modifications,
  - natural aging process of wooden elements (wood is a living material and undergoes natural processes such as shrinkage, cracking, drying, or color change),
  - incorrect interpretation of the tolerance for air bubbles occurring in glass shades with a more traditional or handmade character, which are part of their characteristic appearance,
  - natural, progressive decrease in the light output generated by the Product during its operation. This decrease can be 0.6% per 1000 hours of operation. For new products, the actual light output and other electrical and photometric parameters may differ from the declared values by +/-10%,

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- slight changes in the color temperature values of the emited light from LED modules during the operation of the Products these are normal phenomena,
- acts of higher force, random events, and causes beyond the control of the Guarantor.
- 7. The Guarantor will consider the complaint as quickly as possible, but no later than 30 calendar days from receiving complete documentation regarding the complaint and the delivery of the Product (if necessary). Consideration of the complaint refers to the delivery of the guarantor's decision to the buyer in the warranty proceedings. The decision will be delivered based on the contact information provided by the buyer in the complaint form.
- 8. The warranty repair of the reported item will be carried out within 14 business days from the date of delivering the defective product to the Guarantor. In exceptional cases, especially when there is a need to source necessary components for the repair or if the product has been made available at a location specified by the buyer, the repair may take longer, and the buyer will be notified accordingly.
- 9. In the event of the Guarantor's decision regarding the unsubstantiated nature of the warranty claim, the Buyer shall bear all the costs associated with restoring the original functionality of the reported item, including any paid repairs, as well as the return of the item after repair or without any changes from the date of the report, or its disposal, and agrees to setle these costs based on the appropriate sales document.
- 10. Performing warranty repairs by the Guarantor, within the scope of a valid warranty claim, results in the return of the reported item to the buyer's headquarters or another designated location at the guarantor's expense.
- 11. The Guarantor does not bear any additional costs related to the execution of the warranty claim, including their disassembly or reassembly.
- 12. In cases where replacing the product with a new one is not possible or highly impractical, particularly due to product unavailability or discontinuation, the guarantor may either refund the amount paid by the buyer for the product or replace the product with another model of similar or superior characteristics, which may differ slightly in design and technical specifications.
- 13. The Guarantor reserves the right to offer the Buyer the possibility of a paid repair if a decision is made that the complaint claim is not justified. The Buyer has a period of 14 days to accept such repair or collect the reported item without repair. After this time, the reported item will be disposed of.
- 14. The Guarantor shall not be liable for the timely fulfillment of the warranty obligations if its activities are disrupted by a force majeure or other unforeseeable event.
- 15. This warranty excludes the rights arising from the provisions on warranty for Buyers purchasing goods for business purposes.
- 16. In cases not regulated by this Warranty, the provisions of the Civil Code shall apply.