



Manufacturer's Warranty of up to five years on Qvis Lighting products:

Pursuant to the detailed conditions herein, we warrant, during the warranty period of up to five years from the date of delivery, that those products that are sold by authorised merchants and labelled with the trademark "Qvis Lighting" shall be free of manufacturing and material defects when used as intended. The warranty period is defined as per Qvis' technical specifications. This manufacturer's warranty shall not apply to products with a delivery date before 1st January 2015. It applies only in the Member States of the European Union (EU) and the European Free Trade Association (EFTA) and only with respect to customers who have acquired the product new and placed it in service for the first time in a Member State of the EU or EFTA.

DISCLAIMER OF ALL OTHER WARRANTIES

No other warranties, expressed or implied, are given, and Qvis Lighting expressly disclaims all other warranties, including and without limitation, the implied warranties of merchantability and fitness for purpose.

LIMITATIONS

No salesperson, representative, distributor or agent of Qvis Lighting, is authorised to make any guarantee, warranty, or representation that contradicts the terms contained in this Limited Warranty. Any Waiver, alteration, addition, or modification to the warranties contained herein must be in writing and signed by an authorised representative of Qvis Lighting to be binding and enforceable. Qvis Lighting does not assume responsibility for any specific application to which any products or parts of products are applied including, but not limited to, compatibility with other products. Qvis Lighting will not accept any responsibility or warrant any product that has been tampered with or has been changed, altered or wrongly installed. All statements, technical information, or recommendations relating to the products or parts issued by Qvis Lighting are based upon tests believed to be reliable, but do not constitute a guarantee or warranty. Qvis Lighting shall not under any circumstances be liable to any party for loss of profits, loss of goodwill, or any other special, consequential, ancillary, access or incidental damages whatsoever, with respect to any claim in connection with products or parts manufactured by Qvis Lighting or products or parts used in any product or products manufactured by Qvis Lighting.

The warranty applies exclusively upon the condition that:

1. The products are used in conformity with the stated product and usage specifications (particularly according to the specification sheet, product brochure, product label and the like);
2. The products were professionally installed and placed in service according to the installation instructions accompanying the product. Improper use or installation, failure to conduct regular maintenance or cleaning, or damage by accident or neglect, of any covered product or part by the end user or any third party invalidates the warranty.
3. The maintenance and repair services on the products have been performed exclusively in accordance with the manufacturer's specifications;
4. Services, such as software upgrades or added functionality, have been performed exclusively by the manufacturer or a third party named by the manufacturer;
5. The acceptable limits for temperatures and voltages according to the relevant technical or product-specific standards indicated are not exceeded;
6. The product is not exposed to any unintended mechanical and/or chemical stresses. Qvis Lighting will not assume responsibility for corrosion or other resulting damage to products where they are installed in areas in which fertilizer or chemicals are present, either in the air or in the soil or where products are installed near to chemical plants etc., or areas with emissions of heavy polluted air.

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Registered Address: Jones Avens Chartered Accountants, 53 Kent Road, Southsea, PO5 3HU





The warranty exclusively covers product failures that are caused by proven material, design or manufacturing flaws and exceed the mean nominal failure rate. In the case of controllers or components such as LED modules, the mean nominal failure rate is 0.7%/1,000 hours of operation, unless the median nominal service life and nominal failure rate of the controllers or components are otherwise defined in the product and usage specifications (particularly according to the specification sheet, product brochure and the like). All lamps have a manufacturer's average lamp life and can fail before or after the prescribed average. Lamp life is reduced by switching cycles, temperature and voltage fluctuations outside of their operational range.

The customer is not entitled to make any claims under this manufacturer's warranty unless the customer notifies the guarantor – or the sales subsidiary of the Qvis Lighting in the respective country in which the product was first purchased and placed in service – of the case that is covered by the warranty within 30 days (arrival) of noticing the defect; the notification shall be in writing with attachment of a copy of the applicable purchase agreement or invoice and corresponding proof of the defect that has appeared. If upon inspection of the product it should appear that the case is covered by the warranty, it is within the discretion of Qvis Lighting to repair the defective product, to deliver an equivalent product free of charge or to offer a price reduction. This warranty shall not apply to product failures that have already been corrected through exchange, repair or price reduction within the scope of the warranty. When the warranty has been fulfilled, the warranty period does not start to run again.

1. All replacement products or parts may contain new or recycled materials whose performance and reliability are equivalent to new products or parts. The dimensions and design of the replacement product may deviate from the original product. 'Recycled materials' are parts or products that are used or reconditioned and are not new. Although such parts or products are not new, after reconditioning or overhaul the condition is like new with respect to performance and reliability. The functionality of all replacement products or parts is equivalent to that of the product or part being replaced. Replacement products or parts shall not exhibit any material or manufacturing defects for the remainder of the applicable guarantee period for the product that is replaced or in which they are installed.
2. The warranty shall not apply to:
 - a) Any incidental costs arising in connection with the correction of defects (warranty fulfilment), such as for installation and removal, transport of the defective and repaired or new product, disposal, travel and transit time, hoists, scaffolding; these costs are borne by the buyer;
 - b) Wear parts, such as all standard lamps, batteries and hard drives; computers and servers that contain hard disks or mechanical wear parts;
 - c) Plastic parts (e.g. made of polycarbonate, PMMA and Polystyrene) to the extent they discolour or embrittle due to the natural ageing process;
 - d) Electronic components, products and lamps that Qvis Lighting sells as articles of merchandise, such as touch panels, printers and computers under third-party labels, as well as lamps of other manufacturers;
 - e) Settings or parameter settings on equipment that change based on wear and tear, fatigue or soiling;
 - f) Product defects that are attributable to software errors, bugs, viruses or the like; or
 - g) Services that are needed from time to time, such as recommissioning, software updates, etc.

An extended warranty, including assumption of costs for disassembly and reassembly in the first up to five years period, can be obtained by also concluding a maintenance contract. If you are interested, please contact your responsible sales representative.

3. The warranty expires immediately if the customer or third parties make or perform changes, repairs, service work or troubleshooting without the prior written consent of Qvis Lighting.

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4. Additional information on LED products: In the case of LED modules, a drop in the value of the luminous flux of up to 0.9%/1,000 hours of operation are the state of the technology and thus not covered by the guarantee. The colour tolerance of LED modules is not covered by the manufacturer's guarantee. The luminous flux and performance are subject to a tolerance of $\pm 10\%$ in the case of a new LED module. All relevant technical data are mentioned in the product and application specifications (particularly according to the specification sheet, product brochure and the like). In the case of subsequent deliveries of LED modules, there may be deviations in light properties with regard to the original products due to technical progress and usage-induced change in the luminous flux and light colour of products.

5. It is essential that the battery packs within all emergency luminaires are replaced after a four-year period. All emergency luminaires must be tested in accordance with BS EN 5266-8-2004. Increased frequency of emergency tests may result in the premature replacement of battery pack before the standard four-year period. Batteries are supplied with a 12-month warranty for Nickel Cadmium (NiCD) solutions or 24-month for Lithium Phosphate solutions only.

6. The customer's warranty rights under statute are not excluded, limited or changed by these terms of warranty.

In performing warranty services, we are liable, irrespective of the legal reason, exclusively in accordance with our General Conditions of Sale and Delivery in the version existing at the time the warranty is granted, which are available on request from us by the customer. Otherwise all liability for damages is excluded.

7. This warranty is subject to English law, in exclusion of the provisions of the UN Convention on Contracts for the International Sale of Goods (CISG).

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