

WARRANTY POLICY

This document sets out the warranty policy of SES Group d.o.o. towards Purchaser of beLine® lamps ("Product") purchased from September 2014 onwards within Europe or other countries specified by SES Group d.o.o.

SES Group d.o.o. warrants that delivered Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the warranty period given in an offer or in the agreement, if signed. If a Product fails to operate in accordance with this warranty, SES Group d.o.o. will provide a free replacement of the failed Product subject to the applicable warranty policy and the terms and conditions set out below.

A. Warranty period

SES Group d.o.o. gives standard warranty on all lamp components for a period of 5 (five) years from the date of the invoice.

Standard warranty can be extended after evaluation of the specific application conditions in a lighting project in an accompanying offer.

Warranty period is given in the offer and in the invoice.

B. Guarantee

During the warranty period SES Group d.o.o. guarantees to provide free repair service, parts replacement, replacement and undertakes that it will, as soon as possible, but no later than 7 (seven) working days after receiving a warranty claim in accordance with section E, eliminate defects and shortcomings.

SES Group d.o.o. also guarantees to provide service and spare parts at least 5 (five) years after terminating the production of a specific beLine® lamp. If due to the situation on the market spare parts are no longer obtainable, SES Group d.o.o. reserves the right to replace the defective lamp with a comparable new one.

SES Group d.o.o. guarantees performance characteristics written on lamps datasheet taking into account performance options datasheets.

C. General Conditions

This warranty applies for all beLine® lamp components.

This warranty policy only applies to a Purchaser of beLine® lamps directly from SES Group d.o.o. or other authorised representative or seller.

No agent, distributor or dealer is authorised to change, modify or extend the terms of warranty on behalf of SES Group d.o.o.

This warranty only applies to Products within their intended or normal use and when the Products have been properly installed and operated in accordance with manufacturer's instructions and information on the Product provided in the specifications, application guidelines, standards and other documents accompanying the Product.

D. Special conditions

If any Product covered by this warranty is returned by Purchaser in accordance with section E and within the applicable warranty period and on examination, SES Group d.o.o. determines to its satisfaction that such Product failed to satisfy this warranty, SES Group d.o.o. will, at its option, repair or replace the Product or the defective part thereof. For purposes of clarity, 'repair or replace the Product or the defective part thereof' does not include any removal or reinstallation activities, costs or expenses, including without limitation, labour costs or expenses, except otherwise agreed in writing between the parties.

If SES Group d.o.o. chooses to replace the Product and is not able to do so because it has been discontinued or is not available, SES Group d.o.o. may replace the product with a comparable product.

Upon request, SES Group d.o.o. representatives shall be allowed access to the defective Product, system or application for verification of non-compliance.

SES group d.o.o. reserves the right to make the final decision on the validity of any warranty claim.

If requested by SES Group d.o.o., the non-conforming or defective Products shall become SES Group d.o.o.'s property as soon as they have been replaced.

Under the terms of this warranty, SES Group d.o.o. is not held responsible for claims and incurred costs arising from:

- damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use, including without limitation, those contained in the latest safety, industry and/or electrical standards for the relevant region;
- any repairs or alterations, not duly authorized by SES Group d.o.o. in writing, are made to the Product by any person;
- incorrect addition of structural assemblies, wiring arbitrary elements such as switches, potentiometers, connectors, etc.;
- the use of other elements that do not belong to the original beLine[®] lamp;
- when connected to an incorrect voltage;
- for defects caused by fuse or the use of incorrect fuses;
- failure and mechanical damage (bruises or scratches on profiles, glass and other materials, glass breakage, etc.) to the Product which occurred after the delivery;
- damage caused by the use of various abrasives, which are not suitable for the particular material used in beLine[®] lamp;
- defects caused by exposure to moisture or heat in excess of the conditions specified in the instructions for use;
- that, if the buyer is using the product adapted to their specific requirements, which are not in accordance with the purpose of the prescribed use.

This warranty doesn't apply to:

- upgrades, equipment and parts/components that are originally not a part of beLine[®] lamp or not supplied by SES Group d.o.o. or other official supplier;
- upgrades, equipment and parts/components that the warranty is given by supplier of such parts (for example connectors).

E. Warranty claims

All warranty claims mentioned are subjected to a SES Group d.o.o. representative having access to the Product or system for verification of non-compliance. Warranty claims have to be reported in a attached **reclamation form** within 30 days after discovery and sent to projects@ses-lighting.com.

Where a warranty claim is justified, SES Group d.o.o. will pay for freight expenses. SES Group d.o.o. may charge Purchaser for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

F. Limitations and conditions

Obligations under this warranty are limited to free replacement or repair of parts for which SES Group d.o.o. considers that the nature of failure is one of the terms and conditions of the warranty.

Replacement or repair under the terms of this warranty does not constitute a base for recognition of any liability or guilt by SES Group d.o.o.

The responsibility of SES Group d.o.o. is strictly limited to the terms and conditions under this warranty.

This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.

SES Group cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards.

No mention of this point should not be taken as exclusive or restrictive or as an attempt to exclude or limitation of liability SES Group d.o.o. arising from the statutory provisions.

In the event of any disagreement with respect to warranty claims, the client must prove that they have been complied with the terms of this warranty.

This guarantee has been issued under the terms of the European legislation and subject to its law.