



GENERAL WARRANTY CONDITIONS

1 Preamble

1.1 These General Warranty Conditions ("**Conditions**") set basic content of a business relationship between TREVOS, a.s., Identification No. 25922530, with its registered office at Mašov 34, 511 01 Turnov, Czech Republic, company duly incorporated and existing under laws of the Czech Republic and registered as such by the Municipal Court in Hradec Králové, in Section B, Folio No. 1935 ("**Seller**") specialized in production and distribution of light fittings including its components ("**Products**") and a natural or legal person buying the Products in relation to its business activities ("**Purchaser**").

1.2 These Conditions regulates rights and duties between the Seller and the Purchaser as established on the basis of a purchase agreement entered into between the Seller and the Purchaser ("**Purchase Agreement**").

1.3 These Conditions public on the web pages of the Seller www.trevos.eu creates inseparable part of the General Business Terms issued by the Seller (also public on the web pages of the Seller www.trevos.eu).

1.4 These Conditions therefore always constitute an integral part of each agreement concluded by and between the Purchaser and the Seller irrespective of whether directly attached to the Seller's offer, Purchaser's order or to the Purchase Agreement, or made accessible to the Purchaser in any other way or form.

1.5 Should there be any discrepancy between the provisions of the Purchase Agreement and these Conditions, the provisions of the Purchase Agreement shall prevail.

2 Products quality

2.1 The Seller is liable to the Purchaser for a defect-free condition of the Products upon takeover, unless the Products are sold intentionally as used or defected according to the Sections 2164 and 2167 of the Act No. 89/2012 Coll., Civil Code, as amended ("**Civil Code**").

2.2 The Seller is liable to ensure that at the time the Purchaser takes over the Products:

- (a) the Products have the properties stipulated by the Seller and in the absence of such a stipulation such properties which the Seller described, or which the Purchaser expected given the nature of the Products concerned;
- (b) the Products are suitable to be used for the purpose stated by the Seller or to which the products of such kind is usually used;
- (c) the Product's quality or design corresponds to the agreed sample or model if such quality or

design was determined on the basis of an agreed sample or model;

(d) the Products has the quantity, measurement or weight; and

(e) the Products meet the requirements laid down by the Czech legal regulations

2.3 An invoice shall be attached to the Products as well as warranty card (as the case may be).

2.4 Should the warranty list is not attached to the Products, the invoice shall serve as the warranty claim title.

3 Products Defects

3.1 Should the Products fail to meet the quality requirements as described in the Article 2 of these Conditions these are considered as defective ("**Defect**").

3.2 The Purchaser shall check the Products with all due care; the Purchaser shall particularly check the Products before its handover immediately (in special circumstances no later than within forty-eight (48) hours).

3.3 In case of damage to the package covering the Products the Purchaser shall notify the carrier and the Seller immediately.

3.4 In such case the Purchaser must make a detailed photo documentation of such damage and make a note to the shipping document.

3.5 The Purchaser confirms by signing the delivery note (or any other similar document) that the Products are perfect (defect-free) and meet all the terms and conditions and any later claims regarding damages incurred during Products shipments shall be disregarded.

4 Warranty

4.1 The Warranty under these Conditions shall mean the Seller's undertaking that the Products stay fit for use for the usual purpose for a certain period of time or that the Products retain the usual properties ("**Warranty**").

4.2 Unless contractually agreed or declared otherwise by the Seller to the Purchaser, the Seller shall guarantee

(a) a warranty period of five (5) years for LED lamps;

(b) a warranty period of two (2) years for fluorescent lamps;

(c) a warranty period of six (6) months for batteries;

(d) a warranty period of two (2) years for the other Products (including Emergency modules, LED light sources Retrofit and sensors)

("Warranty Period").

- 4.3 The Seller shall provide the Warranty for components of the Products only in case it is contractually agreed or explicitly declared.
- 4.4 The Products are covered by the Warranty upon condition that they were stored, installed and serviced according to the rules of best professional practice, applicable standards and the specifications set forth in the Seller's catalogues and notices.
- 4.5 The Warranty Period shall commence as of:
- handover of the Products to the Purchaser or to a person authorized by the Purchaser should the Products are not shipped to the Purchaser;
 - handover of the Products to a carrier designated by the Purchaser arranging the transit of the Products for the Purchaser;
 - handover of the Products to the Purchaser or to a person authorized by the Purchaser from a carrier arranging the transit of the Products for the Seller to the destination determined by the Seller.
- 4.6 If the protective seal, information sticker or serial number is damaged, the Purchaser risks that the Warranty claim will be rejected; unless the same have been damaged in the course of ordinary use of the Products in question.
- 4.7 The Warranty further shall not apply to the damage caused by or resulting from the following cases (however, only if such case is not usual and at the same time the activity is not prohibited in the instructions for use) such as:
- mechanical damage;
 - overvoltage (visibly burnt components or printed circuit boards) with the exemption of common deviations;
 - use of the Products in conditions (temperature, dust, humidity, chemical and mechanical conditions) other than directly stipulated by the Seller;
 - unprofessional installation, use, operation or neglected maintenance;
 - excessive overuse or use contrary to the terms and conditions stipulated in the relevant documents or contrary to the general practice;
 - non-qualified interventions or adjustments of parameters;
 - adjustments of the Products made by other person than the Seller;
 - forces of nature or force majeure;
 - use of incorrect or other than original consumables.
- 4.8 Any rights from the Product's Defects and / or Warranty shall not be granted to the Purchase if the claim is not lodged immediately after the defect is detected or should be detected within the Purchaser's due care.
- 5 Products Installation**
- 5.1 The Seller's obligations under the Warranty are limited to the provision of a correctly installed Products (should the Products are subject of further installation), by the Purchaser whose obligation is to familiarize with instructions for installation, use and maintenance.
- 5.2 The Purchaser is fully responsible for the final inspection of the Product before installation following his obligations regarding Products acceptance and its inspection during unpacking.
- 5.3 When installation is performed by a professional fitter, the fitter undertakes to assume liability for the installation, which they shall perform according to generally accepted practices and in compliance with applicable regulations within the country of installation and the Seller's recommendations and also to provide the Purchaser with instructions for use and for maintenance.
- 5.4 The Seller bears no other liability, either for Product installation or for any other actions performed under the full responsibility of the Purchaser and/or the end consumer.
- 6 Warranty claim**
- 6.1 The Purchaser shall lodge its Warranty / Defect claim using a form attached to these Conditions as Annex No. I ("**Warranty Form**")
- personally at the Sellers registered seat;
 - in written form sent to the Sellers registered seat along with defected Products;
 - by e-mail message sent to the Seller's e-mail address stated in the Warranty Form with consequent shipping of defected Products to the Sellers registered seat.
- 6.2 The Purchaser shall describe the defect of the Products in a manner excluding potential confusion with any other defect.
- 6.3 The Products sent to the Seller by the Purchaser within Warranty procedure shall be packed and protected adequately to the nature of the Products in order to prevent the Products against any damage during shipping.
- 6.4 The Seller shall usually resolve the Purchaser's claim within a thirty (30) days after the claim has been lodged, unless the defect of the Product requires longer period of time for its survey. The Seller shall inform the Purchaser of the result by electronic means (e-mail).
- 6.5 In all cases where claims under it are asserted, the Warranty shall include besides replacement of the Product (or its part) other Purchaser's claims. The Products or it's parts replaced free of charge shall be taken back by the Seller and become Seller's exclusive property.
- 6.6 Should the (rightful) Warranty claim cannot be resolved by a repair, the Seller may provide the Purchaser with similar Product. Should such replacement cannot be realized the Seller shall return the purchase price to the Purchaser in full.
- 6.7 Once the Warranty claim is settled, the Purchaser shall collect the Products without undue delay, however no later than within thirty (30) days after having been informed about the Warranty claim settlement.

