

WARRANTY CONDITIONS

Enerluxe Smart Technologies S.L., supplier of lighting equipment and systems under the registered trademark ENERLUXE®, grants a 2-year warranty in accordance with the points established in the contract between the supplier and the manufacturer. Guaranteeing the quality and performance of the LED lighting products supplied.

The warranties set out in this Certificate shall be provided subject to the general terms and conditions set out below:

Exclusions and Limitations of Warranties

a) Warranty claims may be claimed during the period of validity established in each case and immediately upon detection, except in the case of visible defects, in which case the claim must be made within a period of one month from the date of delivery to the first purchaser, and always before installation.

b) In general, the warranty claims set out herein shall not apply to damage and malfunctions or malfunctions of LED lighting products that are caused by

b1) Accidents, or negligent, improper or inappropriate use.

b2) Failure to comply with the installation, use and maintenance instructions established in the technical and safety regulations and standards in force, at national or local level, applicable at all times (Low Voltage Electrotechnical Regulations and Complementary Technical Instructions, Electromagnetic Compatibility, European Standard EN-60598, etc.).

b3) Supply voltage outside the normal operating range established for the electronic ballast (consult technical specifications of the ballast).

b4) Place and/or way of location causing the ambient temperature inside the equipment, or the enclosure test temperature (test temp) of the ballast whose limits are marked on the ballast, to be exceeded.

b5) Humidity level above the saturation point (or dew point) that may cause condensation on the ballast, or that exceeds the IP protection degree specified on the element.

b6) Cross-section and length of the supply wiring, unsuitable for the characteristics and cross-section of the ballast connection terminals.

b7) Length of lamp-ballast interconnection wiring longer than the maximum length established in the specifications of the equipment.

b8) Absence of equipment earthing.

b9) Damage caused by floods, pests, earthquakes, actions of third parties or any other force majeure beyond the normal operating conditions of the equipment and beyond the control of Enerlux Smart Technologies S.L.

c) The warranty rights established herein do not cover the intervention costs derived from the disassembly of the defective equipment, nor those of the subsequent reinstallation of the replacement equipment; all of the above except in the case of equipment or elements acquired for use in the territory of the European Union, in which case the provisions of Law 23/2003, of 10 July, which transposes the Community Directive 1999/44/EC into Spanish law, shall be complied with.

d) Enerlux Smart Technologies S.L, reserves the right to supply different models of equipment or element to meet accepted warranty claims, as a replacement, in the event that the original models has ceased to be manufactured. All replaced equipment or elements shall become the property of Enerlux Smart Technologies S.L.

Claiming Warranty Rights:

Any customer or user of LED lighting equipment or elements supplied by Enerlux Smart Technologies S.L., who considers himself to have justified reasons to claim the warranty rights. Enerlux Smart Technologies S.L., who considers that he/she has justified reasons to claim the warranty rights set out in this document, should proceed as follows as follows:

a) Immediately inform in writing:

a1) To the company that sold you the Equipment.

a2) Failing this, the Enerlux Customer Service Department (info@enerlux.com).

For this purpose, a formal letter of complaint shall be used, which must be accompanied by a copy of the proof of purchase of the equipment or item which is the subject of the complaint, showing the date of purchase.

b) Once said claim has been received, the company's technicians will proceed to analyse it, deciding whether or not it is justified, in accordance with the provisions of this the present limited warranty document, and informing the customer of this and of the instructions to follow, within the instructions to follow, in the shortest possible time.

c) If, at the request of the customer and for reasons of urgency, the customer requests Enerlux Smart Technologies S.L. to immediately replace the equipment or element that is the subject of the claim, prior to the resolution of the claim by the company's Technical Department, this request must be accompanied by a Purchase Order to the Sales Department. Once the claim has been resolved, said purchase order will be

cancelled by means of the issue of a Credit Note, in the event that the resolution of the claim is appropriate.

Limitations of liability:

a) Enerlux Smart Technologies S.L. shall not be liable to the Customer, either directly or indirectly, for any failure to perform or delay in the performance of the Purchase Order. indirectly, for any breach or delay in the application of its warranty obligations, which may be warranty obligations, which may be caused by force majeure or any other unforeseen incident beyond the customer's control. any other unforeseen incident beyond the company's control.

b) The liability of Enerlux Smart Technologies S.L. arising from this Guarantee Certificate shall be limited to the obligations set out above and, quantitatively, to the amount of the invoice paid by the customer in respect of the purchase of the purchase of the equipment that is the object of the claim, expressly excluding any liability for indirect liability for indirect damages such as loss of revenue or operating profits, etc., are expressly excluded.

c) The aforementioned limitations of warranty shall apply insofar as they do not contravene the statutory provisions applicable in the respective country with regard to product liability. In the event that any of the above provisions are invalidated, the invalidity shall only apply to that particular provision and the remaining provisions shall remain in full force and effect. Specifically, any provisions reflected in this guarantee that contravene the provisions of Law 23/2003, of 10 July, which transposes into Spanish law the Community Directive 1999/44/EC and which affects lighting equipment purchased for use in the territory of the European Union, are exempt from application.

d) The LED equipment marketed by Enerlux Smart Technologies S.L. complies with the current standards of safety and sustainability with the current standards of safety and sustainability with the environment set by the European Union. Enerlux Smart Technologies S.L. shall not be liable to the customer, in terms of warranty, modifications or new directives that make it impossible to market these products. marketing of these products. Failing that, Enerlux Smart Technologies S.L. as a company of solutions in Energy Efficiency, will propose to the customer solutions equivalent technological solutions on the market existing at that time.

e) Any other guaranteed rights not expressly mentioned in this certificate are excluded.