

SEAK Standard Warranty Conditions

Valid as of 1. 1. 2019

1. General regulations

1.1 These Warranty Conditions define all legal relations between SEAK s.r.o., business address: Slanská 11934/92, 080 06 Prešov (hereinafter called : “Seller”), and its clients (hereinafter called “Purchaser”), based on and in connection with asserting the right of the Purchaser to claim against the Seller regarding the quality and defects of a product sold by the Seller to the Purchaser (hereinafter called “Product”).

1.2. These Warranty Conditions define the scope, conditions and the method of determining the responsibility for a defect in a product (hereinafter called “Claim”) and the method of performing warranty repairs, resulting from any legal relationship arising between the Seller and the Purchaser based on a purchase agreement and/or confirmed purchase order sent by a Purchaser.

2. Warranty

2.1 Responsibility of the Seller for any defects is limited to the conditions stated in these Warranty Conditions. The Seller is not responsible for any damages and costs not mentioned in these Warranty Conditions.

2.2 The warranty is not transferable and only the Purchaser can place a warranty claim.

2.3 The Seller provides standard **5 years warranty** for a functionality of SEAK lighting control system and LED luminaires, starting from the day of delivery, if not stated otherwise in purchase document.

2.4 The Seller provides standard **12 months warranty** for luminaire components, namely batteries, starting from the day of delivery, if not stated otherwise in purchase document.

2.5 The warranty is applicable exclusively under following conditions:

- a) The Product is used in accordance with the given specifications of the Product (namely the datasheet, installation instructions, product list, etc.).
- b) The Product has been professionally installed and put into operation in accordance with valid regulations and the installation documentation and best practices.
- c) The limits for ambient temperature, relative humidity and voltage as specified in the product datasheet have not been exceeded.

2.6 The guarantee is not applicable in following cases:

- a) If the defects of the Product are caused by natural wear, as a result of unfavourable climate, by physical damage caused during transportation, maintenance, storage, or due to other conditions beyond the immediate control of the Seller.
- b) If the Product has been damaged by fire, general occurrence of Force Majeure, by vandalism or civil unrest.
- c) If the defect of the Product is caused by mechanical or other harm caused by the Purchaser or a third party.
- d) If the Product is repaired, changed, or opened by the Purchaser or someone else other than a person authorised by the Seller.
- e) If the Product has not been used in accordance with the given product specification and in accordance with normative requirements, e.g., if the ambient temperature exceeded the limits of the operation temperature etc.
- f) If the Product has been electrically damaged by an unprofessional intervention, overcurrent or by an electrostatic spark
- g) If the defect has been caused by the use with other components than those recommended by the Seller, manufacturer, or supplier.
- h) If the defect has been caused by incompatibility between the Product and installation environment or by the use with incompatible components.
- i) It is also not applicable for any mechanical parts subject to natural wear.

2.8 In case the warranty repair has been performed or product has been exchanged based on a warranty claim, the warranty period is prolonged for the time of the repair.

2.9 The Seller is not responsible for any indirect or subsequent damage (e.g. the loss of profit, downtimes).

2.10 Special warranty conditions for LED products:

- a) Unauthorised removal of LED modules and electronic components will result in termination of the warranty.
- b) Due to technological development and changes to light output of LED products caused by their wear, adequate replacements for LED light sources may have different lighting parameters than the original Product.

2.11 The Seller continues the development of products during their lifecycle. Therefore, the Seller reserves the right to modify the materials, components and technical parameters of future versions of the products without any previous notice.

3. Claim procedure

3.1 Before making a Claim, the Purchaser is obliged to carefully check if defects are applicable for Claim as stated in these Warranty Conditions. In case of a repair outside of the warranty, the Purchaser is obliged to cover the price of repair.

3.2 The Purchaser must inform the Seller about each claim by filling in the Claim Report and describing precisely the defect (Claim Report can be found on Seller's website: <http://www.seakenergetics.com/en/contact.html>).

3.3 The following documents must be provided in the Claim Report: Product No., copy of the Delivery Note or Invoice, photographic evidence. In this case, the Purchaser shall deliver the Claim product in the proper packing complete with all components or accessories and documentation to the Seller. The delivery costs are to be borne by the Purchaser. The claim product must not be physically damaged and must not be delivered with changed or removed serial numbers or trademarks.

3.4 Purchaser is obliged to inspect each and every Product (to check whether it has any visible defects, whether the requested amount and type of the Product has been delivered, whether the packing of the Product has been damaged); the Purchaser is obliged to announce in written form any defects of the Product immediately after (i) the Purchaser has had the opportunity to see the Product for the first time, or (ii) in case the defect is impossible to be detected by looking at the Product, immediately after discovery of the defect within the valid warranty period.

3.5 In case of a rightful Claim, the Product will be repaired, or replaced free of charge, or its price will be refunded. The way of dealing with the Claim will be determined by the Seller. In the case of product replacement, the Seller reserves the right of deviation from the original Product due to technological advancement (e.g., a slightly different colour of the LED module), a deviation in design and characteristics of the Product due to a change in the Product produced by the Seller. The size and design of the substitute Product can vary from the original one. The Seller does not reimburse expenses connected with dismantling or new installation, travel expenses, wage expenses connected with the repair or replacement of the Product, or any other similar expenses.

3.6 In the case of an unjustified Claim, the Purchaser will be charged any expenses connected with the Claim. The Seller will present a list charges to the Purchaser upon request.

3.7 The Seller will send the Claim product back to the Purchaser immediately after successful Claim management.