

GENERAL WARRANTY TERMS AND CONDITIONS FOR LIGHTING FIXTURES

effective as of 10.10.2022

NIVISS Leszek Łosin Sp. j. with its registered office in Gdynia, ul. Rdestowa 53D declares that the lighting fixtures manufactured by the company are covered by a 5-year manufacturer's warranty period; this applies to lamps of the series:

- nWall
- Ground Refled
- Ground
- Ground RGBW
- nGround
- nDisc
- Ground Projector
- nSTEP
- Pool
- Ground Premium

in accordance with the terms and conditions described herein.

NIVISS Leszek Łosin Sp. j. warrants that all finished products are free from defects in material, design, and workmanship for a period of 5 years from the date of the invoice, provided that the goods are used in accordance with their intended purpose. The products meet the requirements of applicable technical/industrial standards.

DETAILED TERMS AND CONDITIONS:

1. The warranty, the terms and conditions of which are set forth herein, apply to lighting fixtures sold by NIVISS.
2. Upon receipt of the delivery, the Customer is obliged to verify its compliance with the order in terms of quantity and quality. Upon finding discrepancies within 48 h from the date of receipt of the products, this fact must be reported to NIVISS.
After this deadline is exceeded, it is assumed that the goods were delivered in accordance with the order and are free from mechanical defects.
3. The warranty is subject to manufacturing defects in lighting fixtures that interfere with the use of the lamps as intended. It covers only latent manufacturing defects, i.e., arising during the Niviss manufacturing process and latent material defects.
4. The conditions for recognition of the warranty are:
 - a) proper method of storage,
 - b) installation of the lighting fixture in accordance with the instructions, carried out by qualified persons with electrical licences. The use of a waterproof power connection with **IP67 (IP68 recommended)** is required,
 - c) correct operation in accordance with the instruction manual and product data sheet.
5. Lighting fixtures under warranty should be stored and operated properly, bearing in mind that:
 - a) lighting fixtures are designed to operate under the conditions specified in the product data sheet and operating instructions. Operation outside the scope of operation of lighting fixtures included in the product data sheet is a threat to its design and electronic components. As a consequence, it may lead to malfunction of the lamp,
 - b) external factors, i.e. electromagnetic field, temperature beyond the operating range of the lighting fixture (temp. too high / too low), the presence of substances in the air, i.e. chlorine, acids, salt or shocks have a destructive effect on the structure of the lamp. The unfavourable impact of chemicals manifests itself, among other things, in the degradation of mechanical (reduced strength and reduced service life) and electronic parts of fixtures (change of light colour, reduced luminous flux, destruction of the light source),
 - c) for long-term and trouble-free operation of fixtures, it is necessary to ensure proper environmental conditions and proper maintenance. Before purchasing lighting fixtures, the Customer is obliged to consult the environmental conditions in which the fixtures shall be installed, if these conditions are not included in the technical/product sheets.
6. Lighting fixtures are not subject to warranty when:
 - a) interference with the mechanics of the fixture has been performed,
 - b) an arbitrary repair or rework/modification (including shortening of cables) of the fixture has been made,
 - c) the lamp was dismantled,
 - d) the lighting fixture was used inconsistently with its intended use, and when the lamp was subjected to natural wear,

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- e) there has been a decrease in the flux and power of the lighting fixture as a result of prolonged operation of the fixture (in accordance with LM-80 and subsequent regulations),
 - f) there has been a change in colour temperature as a result of prolonged operation of the fixture,
 - g) there has been a change in colour, degradation of the surface and structure of the mechanical components of the ground lamps, which were installed within 4 km of the marine coastline,
 - h) there has been damage to the lamps as a result of improper or missing surge protection of the electrical system,
 - i) the parameters of the power supply network are inappropriate (surges, voltage spikes),
 - j) irregularities have arisen due to lack of or inadequate maintenance, not removing the protective film from the cover of the lamp,
 - k) defects have arisen due to exposure to chemicals and aggressive cleaning agents,
 - l) defects are the result of using the fixture in an inappropriate environment,
 - m) nonconformities have arisen as a result of natural disasters, anomalies of weather conditions and events of a sudden nature, independent of the Warrantor (such as fire, lightning, flood, hurricane, theft, devastation),
 - n) the product comes from a sale,
 - o) defects concern components and parts that are subject to wear and tear or natural ageing such as gaskets, plastic parts, connection cables etc.
7. The Purchaser should make a complaint in writing. A properly completed “RMA Form” should be sent by e-mail within 7 days of discovering the discrepancy.
Complaints shall be considered only when the Purchaser has a document confirming the purchase (receipt or VAT invoice). Complained product for the time of transport should be properly protected and delivered to the registered office of NIVISS.
8. Complaints about damage in transport shall be accepted on condition of presentation of the complaint report, which was drawn up in the presence of an employee of the shipping company, otherwise NIVISS is not responsible for the damage.
9. NIVISS is not responsible for the prolonged period of complaint processing, which is a consequence of an incomplete description of the defect or a description that is misleading.
In the event that additional information regarding the defect or the manner and conditions of operation of the goods is necessary to consider the claim, the Customer is obliged to provide the information.
10. The warranty claim shall be reviewed within 21 working days from the date of delivery of the defective goods to NIVISS registered office. During the consideration of the received claim, the legitimacy of the claim is evaluated on the basis of the applicable norms and standards. After the expertise, the Customer shall be informed of the final decision on the validity of the complaint. If it is necessary to perform additional detailed technical tests, the time for processing the complaint shall be extended. The Purchaser shall be immediately informed about the change of the deadline.



11. In the situation of recognition of the complaint, NIVISS may repair the fixture free of charge by replacing the defective elements that are subject to the warranty and their defects have been confirmed by NIVISS, or make an exchange for a new product.
In the event that repair or replacement is impossible or economically unreasonable, NIVISS shall reimburse the Purchaser for the lamp purchase cost.
Discrepancies found on product elements do not entitle the Purchaser to complain about the entire delivery and do not cause withholding of payment or its delay.
12. The cost of delivery to the Purchaser after complaint of the goods shall be borne by NIVISS. In addition, NIVISS does not cover additional costs, i.e. labour costs, removal of the fixture or reinstallation of the lamps.
13. In the situation of an unfounded complaint, the Purchaser shall be charged with costs (e.g. cost of servicemen's travel and working time, carrying out tests, sending back the product, etc.) which were incurred by NIVISS while processing the complaint. The Purchaser is obliged to pay the charges based on the issued VAT invoice.
14. The Customer may order post-warranty repairs of the lighting fixtures, which are chargeable. The cost of the service shall be determined individually.
15. NIVISS liability shall be limited to the value of the lighting fixture at the time of purchase. NIVISS excludes all liability for the Customer's loss of benefits and losses incurred by the Customer.