

## GENERAL TERMS AND CONDITIONS OF GUARANTEE OF LED MODULES

effective as of **10.10.2022**

NIVISS Leszek Łosin Sp. j. with its registered office in Gdynia at ul. Rdestowa 53D declares that LED modules manufactured by the company:

- designed by the customer - are covered by the manufacturer's annual warranty period. It is possible to extend the warranty period on agreed terms after mutual agreement
- designed by NIVISS - are covered by the 5-year warranty period

in accordance with the terms and conditions described herein.

The warranty period shall apply from the date of issue 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 LED modules manufactured 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 LED modules that interfere with the use 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) correct operation in accordance with the instruction manual and product data sheet,
  - c) correct operation of the module in accordance with the user manual and the product data sheet,
  - d) proper maintenance of the product.

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5. LED modules covered by the warranty should be stored and operated in a correct manner, bearing in mind that:
  - a) the most common cause of damage to LED modules are defects caused by electrostatic charges. ESD protection (anti-static protection) must be maintained each time before touching an element sensitive to electrostatic discharge,
  - b) the electrical system must be efficient and equipped with short-circuit protection, overload, and overvoltage protection.
  
6. LED modules are not subject to warranty when:
  - a) interference with the LED module has been performed,
  - b) an arbitrary repair or rework/modification has been made,
  - c) they were used inconsistently with their intended use, and when the LED modules were subjected to natural wear,
  - d) they have been exposed to inappropriate electrical conditions which do not comply with the requirements contained in the product sheet,
  - e) there has been a decrease in the flux and power of the product as a result of prolonged operation of the LED module (in accordance with LM-80 and subsequent regulations),
  - f) there has been a change in colour temperature as a result of long-term operation of the product,
  - g) there has been damage as a result of improper or missing surge protection of the electrical system,
  - h) the parameters of the power supply network are inappropriate (surges, voltage spikes),
  - i) irregularities have arisen due to lack of or inadequate maintenance,
  - j) defects have arisen due to exposure to chemicals and aggressive cleaning agents,
  - k) defects result from the use of the product in an inappropriate environment,
  - l) 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),
  - m) the product comes from a sale.

In the case of module production according to the customer's design, NIVISS shall not be liable for:

- a) design errors
  - b) errors in the documentation provided by the customer
  - c) stable operation of the product in a high level of transmitted signals / high level of noise (in the case of wireless communication modules)
  
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 module 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 module purchase cost.
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, or reinstallation of the module.
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 LED modules, which are chargeable. The cost of the service shall be determined individually.
15. NIVISS liability shall be limited to the value of the LED module at the time of purchase. NIVISS excludes all liability for the Customer's loss of benefits and losses incurred by the Customer.

