

**VYR TYCH a.s.**

with its registered office at Židněves 116, 294 06 Březno, Czech Republic, Ident. No.: 27862470  
Registered with the Commercial Register held by the Municipal Court in Prague, Section C, Insert 11596

(hereinafter referred to as the „seller“)

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**Guarantee and Warranty Claim Terms and Conditions**  
**regulating rights arising from defective performance of goods**  
**purchased by the entrepreneur with the intention to its other business activities**  
(hereinafter referred to as the „customer“ or „buyer“)

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**1. CONDITIONS REGARDING LIABILITY FOR DEFECTS**

- 1.1 If the goods are handed over with defects, the buyer shall have the rights arising from defective performance.
- 1.2 A defect of the goods cannot be considered as a defect caused especially, but not exclusively by:
- a) normal wear and tear of the goods caused by their standard use
  - b) mechanical damage
  - c) failure to meet orders of the attached assembly instructions and maintenance instructions (especially e.g. damage of surface treatment by scratching, engraving, action of a corrosive etc., varnish damage caused by incorrect maintenance and treatment, including use of aggressive or unsuitable detergents, polishes etc.)
  - d) installation in an inappropriate environment (chemicals, fats, inappropriate ambient temperature, ...)
  - e) incompetent assembly or other incompetent entry into service of a thing
  - f) damage caused by overvoltage or downvoltage on electrical supply.
  - g) repair, change or other interference in a thing without previous assessment and written consent from the seller's technician by the buyer (including arbitrary removal of a defect and following quantification of costs); in the cases of such interferences the rights arising from liability for defects shall be extinguished
  - h) wrong warehousing or ensuring during the transport by the buyer
  - i) wrongly ordered goods
  - j) changes on the surface (colour, shade, structure) caused by sunshine or weather conditions
- 1.3 In case the seller shall transport the goods to the customer by the contracting carrier, the buyer shall inspect the condition of the delivered goods upon their receipt from the carrier. If the consignment is damaged, a record of the damage shall be written with the carrier or this fact shall be recorded in the handover protocol. Record of the damage shall be signed by the customer and carrier as well. Right to compensation for damage shall not be exercised without these steps. In case the customer does not take aforementioned steps, a warranty claim for damage of the goods as a consequence of the transport shall not be accepted.
- 1.4 The guarantee for a thing shall terminate after the expiration of a guarantee period. The warranty claim shall be asserted at the latest on the last date of the guarantee period.
- 1.5 The warranty claim shall not have suspensive effect on the claims or obligations arising from the other businesses provided between the buyer and the seller.
- 1.6 Regarding the continuous innovation of the technology and replacing a range, the seller is entitled to remove the defect by supplying replacement goods (especially if such type of goods or replacement part is not supplied by the supplier /manufacturer of the goods) that the seller is entitled to supply to the customer also the goods (or necessary part of the goods) which are dissimilar but have the same or similar technical parameters as originating goods.
- 1.7 If the customer requires to examine the quality of the defective goods by the independent expert, the customer shall reimburse all related costs.
- 1.8 The guarantee period shall not apply to the consumable material (discharge lamps, fluorescent lamps, connecting material,...)
- 1.9 The seller shall provide a guarantee for batteries for emergency units with a period of 12 months.
- 1.10 The seller shall provide a guarantee for discharge lamps, fluorescent lamps and lighting sources (except LED modules) with a period according lifetime specified by the manufacturer.

**2. STANDARD CONTRACTING GUARANTEE PERIOD**

- 2.1 The seller shall provide the quality guarantee of the goods, the seller undertakes that the goods shall be fit for use for the usual purpose for a guarantee period or they shall retain the usual properties. The guarantee shall be

Banking institution: UniCredit Bank Czech Republic, a.s.

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provided standardly for a period of **24 months**. The guarantee can be agreed for a longer period than standard conditions of the company VYRTYCH a.s., but the conditions shall be precisely defined, i.e. a particular type of a lighting fixture, their number, place of installation, environment and operating conditions shall be defined; such guarantee shall be provided in writing from the head of technical support or the quality entity of the seller's company.

- 2.2 Guarantee period begins to run from the date of Invoice if not agreed in a different way in written form.
- 2.3 Damaged goods in undamaged package shall be claimed immediately after their finding, but no later than five working days from the takeover of the thing. In case the buyer is not end customer of such goods, the goods shall be claimed immediately after the finding of a defect, but no later than five working days from the takeover of the goods by the customer – end user; this situation shall not influence the commencement of the guarantee period, when the commencement of the guarantee period shall be governed also in this case by foregoing provision of the section 2. article 2.2.
- 2.4 The customer shall reimburse all incidental expenses related to the extension guarantee claim, which are beyond the frame of standard guarantee, e.g. expenses for installation and dismantling, transport of the defective product, disposal, time spent on the travel and transport, lifting technique, scaffolding.

### **3. EXTENSION CONTRACTING GUARANTEE PERIOD FOR LED LIGHTING FIXTURES**

- 3.1 The seller shall provide the extension quality guarantee of the goods beyond the scope of the contracting guarantee period for LED lighting fixtures, the seller undertakes that the goods shall be fit for use for the usual purpose for a guarantee period or they shall retain the usual properties. The extension guarantee shall be provided for a period of **60 months**.
- 3.2 Effect of the extension guarantee period – section 2. article 2.2, 2.3 hereof.
- 3.3 Warranty claim for LED lighting fixture shall not apply to:
- failure of particular LED chip in the module
  - light flow and power of a lamp deviation is within the limits  $\pm 10\%$  of the nominal value
  - chromaticity temperature deviation is within the limits  $\pm 200$  K of the nominal value
  - if the luminous flux falls by 0,6% (or less) / 1 000 operating hours
  - if the nominal default rate is not exceeded which is 0,2% / 1 000 operating hours for electronic control or LED modules (unless the nominal rate is otherwise specified)
- 3.4 Warranty claim for LED lighting fixture shall not apply to:
- plastic and metal parts (e.g. optical covers, housings, clips) which can alter their colour and mechanical properties due to the process of ageing in normal conditions.
  - emergency units and batteries
  - LED tubes and LED panels
- 3.5 Regarding the technical progress and change of the luminous flux and light colour of the goods caused by their use, the subsequent supplies of the LED modules can have light properties derogating from original properties.
- 3.6 The customer shall reimburse all incidental expenses related to the extension guarantee claim, e.g. expenses for installation and dismantling, transport of the defective product, disposal, time spent on the travel and transport, lifting technique, scaffolding.

### **4. PROCEDURE FOR CLAIMS ARISING FROM DEFECTS AGAINST THE SELLER**

- 4.1 The customer shall submit to the right arising from defective performance the proof of purchase and the completed warranty claim protocol (see Annex) via email at the address of the sales representatives, sales or quality specialists.
- 4.2 The customer shall provide with necessary cooperation in order to verify the justification of the warranty claim, especially deliver to the seller the claimed goods in order to verify the claimed defect on the goods. The goods shall be delivered to verify the rights arising from defective performance directly in the production plant at the address: VYRTYCH a.s., Židněves 116, 294 06 Březno by the customer, unless otherwise agreed.
- 4.3 The claimed goods shall be delivered in the complete condition, unless otherwise agreed with quality or sales entity of the company VYRTYCH a.s. The particular parts of the lighting fixtures (e.g. ballasts, optical covers etc.) shall be claimed separately only upon the previous agreement with the seller.
- 4.4 The claimed goods shall be packed in the suitable and sufficiently protective packaging material which shall comply with the transport requirements for brittle goods and consignment shall be marked with the corresponding symbols (e.g. fragile goods). Use of the original package is the most ideal solution, but it is not essential condition. If the equipment is damaged by the transport, the seller shall not be liable for caused defects and such goods shall not be taken over.

4.5 The completed warranty claim protocol shall be attached to the claimed goods at a distance which shall contain the name of the customer, type of the lamp and its number of items, content of the warranty claim, especially description of the defect and the chosen way to the handling of the warranty claim and the date of the warranty claim.

#### 5. WARRANTY CLAIMS HANDLING

5.1 If a warranty claim is eligible, the buyer and the seller shall agree on one of the following warranty claims handling method:

- a) the removal of the defect by having a new defect-free thing or a missing thing supplied
- b) the removal of the defect by having the thing repaired
- c) a reasonable discount for the purchase price

5.2 The warranty claim, including the removal of the defect shall be settled without undue delay within a reasonable time period regarding the claimed defect. This period of time shall not be counted as a part of the reasonable time period for expert examination of the defect regarding the type of the product.

5.3 Every accepted warranty claim is recorded. The seller shall confirm to the buyer in writing the date on which the right has been exercised, reparation shall be provided and the time period of the repair as well.

5.4 The customer shall be informed about the method of the warranty claim termination by the warranty claim record label on the repaired goods.

5.5 If there are more warranty claims or the items already installed, the written opinion shall be sent to the customer with respect to a defect and its potential causes, together with the proposed further handling procedure.

5.6 If a warranty claim is ineligible, the seller is entitled to charge incurred costs associated with the examination of the warranty claim (e.g. travel time for the technician regarding the warranty claim).

#### 6. DISPOSAL OF THE DEFECTIVE GOODS

6.1 Eligible warranty claim

The defective claimed goods or their parts which have been replaced by new ones shall be not returned to the customer and the company VYRTYCH a.s. shall ensure their environmental disposal or forward these goods to its supplier as claimed.

6.2 Ineligible warranty claim

If a warranty claim is ineligible, paid service repair shall be offered to the customer. If the customer does not agree with the paid service repair, the claimed goods shall be returned to the customer in the condition in which they were sent to the examination to the seller, in the condition in which the seller received the goods after the expert examination by the direct producer respectively. If the goods or their parts used to analyse are not returned to the seller after the completed test from the producer, nor the goods can be returned to the buyer.

*In Židněves on 16.11.2017\_JA*

In Židněves on .....

In ..... on .....

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Ing. Jakub Vyrtych  
Chairman of the board of directors of VYRTYCH a.s.  
seller

.....  
buyer

## Warranty claim protocol

Name of the company:

Contact:

Number of invoice, delivery note or order to identify the goods:

Place of installation:

The protocol is completed by:

Date:

Signature:

### Claimed goods

Item	Number of items	Name of the lighting fixture	Basic description of the defect/disputes

### Details of the installation

Date of entry into service of the lighting fixtures:

Revision of the lighting system: YES / NO

Place of the lighting fixtures installation:

Shift operation:

Surrounding environment:

Average ambient temperature:

Number of the supplied lighting fixtures:

Number of the defected lighting fixtures:

Detailed description, notes:

The regular control and maintenance file of the lighting system shall be submitted for LED lighting fixtures with extension guarantee period of 60 months.