

**NORTHCLIFFE LIGHTING WARRANTY TERMS AND CONDITIONS**

For its production UAB "NORTHCLIFFE LIGHTING" / "NORTHCLIFFE LIGHTING LTD" ("NORTHCLIFFE") offers a warranty service to its direct customer (the "Purchaser") under the following terms and conditions ("Warranty Policy"). Warranty Policy regulates the scope and the manner of assuming liability for defects of products or services, as well as the method of carrying out warranty repairs.

The terms of warranty apply to following products and systems supplied by NORTHCLIFFE:

- Luminaires with traditional light sources;
- Luminaires with LEDs;
- Exit and emergency luminaires;
- Systems for light management;
- Systems for emergency lighting management.

**1.0. Warranty period**

Table 1: Warranty period for NORTHCLIFFE products

Extended 5-years Warranty (3 years + 2 years, after NORTHCLIFFE conformation)	For LED luminaires with a rated service life of 50 000 or more operating hours including but not limited to luminaires with options EM3B / EMGB, under the following conditions: - the lighting project for which products are intended must be registered with the NORTHCLIFFE no later than 60 days from purchase; - registration for extended warranty is confirmed by the NORTHCLIFFE in written form.
3 years	For LED luminaires including but not limited to luminaires with options EM3 / EMG, except "Emergency Lighting" group luminaires.
2 years	Luminaires with traditional light sources; "Emergency Lighting" group luminaires; Systems for light management; Systems for emergency lighting management.

- 1.1. For exact product warranty period or registration of a project, please contact NORTHCLIFFE area sales person: [sales@northcliffe.org](mailto:sales@northcliffe.org)
- 1.2. The warranty period starts with the date of invoice. For luminaires repaired or replaced under a warranty terms, the period of warranty is not extended;
- 1.3. The warranty period is granted only for products switched on/off up to four times a day with the maximum operating time of 4200 hours per year. Otherwise, warranty period will be adjusted accordingly.

**2.0. Terms of Warranty**

This warranty is valid under the following terms:

- 2.1. Products are installed by qualified electricians with respect to installation manual;
- 2.2. Products are used in accordance with the product technical information;
- 2.3. This warranty only covers failure of products caused by component defects, engineering or manufacturing defects;
- 2.4. The products must not be exposed to any artificial heat sources or other potentially damaging mechanical and chemical factors;
- 2.5. Particularly extreme ambient conditions, such as in coastal areas and tunnels for example, shall be subject to written agreement with the manufacturer prior to installation. Only with such agreement a warranty can be provided;
- 2.6. Lamps must conform to the IEC standards applicable to them;
- 2.7. In case of replacement of LED modules deviation of light characteristics is possible because of luminaire operating conditions and the progress in LED technology;
- 2.8. Tolerance range for optical and electrical data of new LED luminaires is  $\pm 10\%$ . A loss of luminous flux up to 0,6% per 1000 operating hours is considered normal;
- 2.9. Warranty will not apply: for dirt accumulation, for faults caused by *force majeure* or any mechanical damage that cannot be influenced by the NORTHCLIFFE; for naturally wearing components such as lamps, batteries and starters; for plastic parts to the extent of discolour or increased brittleness of these parts due to the natural aging processes; for any unauthorised technical modifications or changes of components; if products have not been paid in full within the required deadline; for any defect that arises as a result of information, drawing, instruction, or a specification sent by the Purchaser.

**3.0. Warranty Performance**

- 3.1. In case of product failure, under above mentioned terms NORTHCLIFFE will at its discretion:
  - repair the defective product;
  - issue replacement component or a product;
  - credit the defective component or a product, in case the product or part has been discontinued or is not available, and NORTHCLIFFE has no possibility to supply a comparable product or part;
- 3.2. Any additional costs (e.g. demounting, freight for defective components or products, disposal, mounting, ride time, tools for lifting and scaffolding) or other costs coming from breakdown of installation or costs in relation with consequential damage are not subject of this warranty;
- 3.3. If it is agreed to repair the defective product, Purchaser at its own costs shall return the goods under complaint with all accessories and documentation to the NORTHCLIFFE. Returned products may not be damaged either physically or by natural causes;
- 3.4. NORTHCLIFFE shall investigate the complaint within 14 days from the date of the product being delivered to his premises. The Purchaser will be notified of the results of this investigation via email;
- 3.5. If the complaint is deemed to be invalid, it is the purchaser's duty to arrange for the product to be collected. Should the product remain uncollected after NORTHCLIFFE has issued an appropriate notification, the Purchaser will be obliged to cover all costs arising in connection with the storage of the product or with sending it back;
- 3.6. Repaired products or replacement components and products under the claim will be shipped to the Purchaser with the next planned shipment. Otherwise, Purchaser will be charged for additional transportation costs;
- 3.7. This warranty applies in the European Union countries, as well as Norway, Switzerland, Russia and Ukraine. On request warranty could be extended to other countries;
- 3.8. NORTHCLIFFE reserves right to verify whether the claim is according to terms of this warranty.

## WARRANTY TERMS AND CONDITIONS

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### 4.0. Application of Claims

4.1. Before making a complaint, the Purchaser shall be obliged to thoroughly check whether the warranty under the provisions of Warranty Policy applies to the case;

4.2. Warranty service for a defective product could be claimed to customers support manager or directly to a Quality Department via email:

[quality@northcliffe.org](mailto:quality@northcliffe.org)

4.3. The claim has to be declared within 30 calendar days from discovery of the defect or damage and, in any event within the warranty period. Complaints are only registered and investigated if proof of purchase, such as copy of an invoice are submitted (additional information may be required on request);

4.4. Warranty services are provided by the NORTHCLIFFE at:

UAB „Northcliffe Lighting“

Raudondvario str. 101

LT-47184 Kaunas, LITHUANIA

[quality@northcliffe.org](mailto:quality@northcliffe.org)

### 5.0. Final Provisions

5.1. NORTHCLIFFE reserves the right to change the terms and conditions of warranty without prior notice. Any such changes shall be effective for all orders placed with NORTHCLIFFE on or after the effective date of such change;

5.2. By sending an order, the Purchaser agrees with the terms and conditions stated in the Warranty Policy with which the Purchaser has become acquainted on the NORTHCLIFFE's website: [www.northcliffe.org](http://www.northcliffe.org);

5.3. NORTHCLIFFE representatives shall be granted the right to access the defective Product prior to its disassembly and/or power grid to which the Product was connected for verification. Any restriction to this right will release NORTHCLIFFE from its warranty obligations hereunder with respect to the affected;

5.4. NORTHCLIFFE liability is limited up to the price paid by the Purchaser for the claimed product item. On no account shall NORTHCLIFFE be liable for any special, incidental, indirect or consequential damages, including, but not limited to, loss of revenue/profit, loss of the contract, loss of the project, loss for the use of software, loss of data, payment of the rent for replacement equipment, work stoppage, damage to property, damage to the use, purchase of a substitute or for any claims of third parties arising from any warranty or contract.

5.5 This warranty will not limit the legal rights of the Purchaser which can be used against his supplier or a manufacturer.

Effective date: 2018-12-04