

## NORTHCLIFFE LIGHTING WARRANTY TERMS AND CONDITIONS

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

This Warranty Policy applies to following products and systems supplied by NORTHCLIFFE:

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

The warranty is not applicable to the luminaire components sold separately.

### 1.0. WARRANTY PERIOD

Table 1: Warranty period for NORTHCLIFFE products

Extended 5-years Warranty (3 years + 2 years, after NORTHCLIFFE written conformation)	<ul style="list-style-type: none"><li>– LED luminaires with a rated service life of <math>\geq 50\,000</math> operating hours, except "Emergency Lighting" group luminaires and EMG/EM3 options, under the following conditions:<ul style="list-style-type: none"><li>- the lighting project for which products are intended must be registered with the NORTHCLIFFE no later than 60 days from purchase;</li><li>- registration for extended warranty is confirmed by the NORTHCLIFFE in written form.</li></ul></li></ul>
3-year	<ul style="list-style-type: none"><li>– LED luminaires with a rated service life of <math>\geq 30\,000</math> operating hours and/or LED luminaires with EMG/EM3 options, except: "Emergency Lighting" group luminaires</li></ul>
2-year	<ul style="list-style-type: none"><li>– LED luminaires with a rated service life of <math>&lt; 30\,000</math> operating hours;</li><li>– Luminaires for traditional light sources;</li><li>– "Emergency Lighting" group luminaires;</li><li>– Systems and parts for light management;</li><li>– Systems and parts for emergency lighting management;</li><li>– Luminaire accessories.</li></ul>

1.1. Warranty period for non-listed product options may differ. 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 NORTHCLIFFE invoice. For luminaires repaired or replaced under the warranty terms, the period of warranty is not extended;

1.3. The warranty period is granted only for the products switched on/off up to eight times a day with the maximum operating time of 4200 hours per year. Otherwise, warranty period will be adjusted accordingly.

### 2. TERMS OF WARRANTY

This warranty is valid under the following terms:

2.1. Products are stored properly and installed by qualified electricians with respect to installation instruction;

2.2. Products are used in accordance with the product data sheet;

2.3. This warranty only covers failure of products caused by component defects, engineering or manufacturing defects;

2.4. Unless the product data sheet specifies otherwise, luminaires are designed for use under standard conditions. Standard conditions are characterized by ambient temperature in the range  $-10^{\circ}\text{C}$  to  $+25^{\circ}\text{C}$ , pressure 960 to 1050 hPa and humidity 40 to 60%. The products should not be used in conditions causing risk to its structure, paint coatings or electrical equipment installed in the lighting fixtures, unless otherwise stated on the data sheet. These conditions include high humidity, high ambient temperature, impact of artificial heat sources, dusty environment and presence of harmful chemicals in surrounding environment, UV radiation, shocks and vibrations. Prior to purchase, the Buyer is obliged to consult specific conditions of using luminaires, unless they are specified in technical materials;

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. The lamps used in the luminaire must comply with IEC standards;

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 and a slight colour change of the LED modules are considered normal and shall not be covered by the warranty;

2.9. Warranty will not apply: for dirt accumulation, for faults caused by *force majeure*, electrical supply conditions, including supply spikes, over-voltage, improper wiring or any mechanical damage that cannot be influenced by the NORTHCLIFFE; for naturally deterioration components such as lamps, batteries and starters; for plastic parts to the extent of discoloration or increase in 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 the defect arises as a result of NORTHCLIFFE following any drawing, design, instruction, or a specification supplied by the Buyer.

### **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;
- issue the credit invoice for 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 arising 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, the Buyer 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 its premises. The Buyer will be notified of the results of this investigation via e-mail.

3.5. If the complaint is deemed to be invalid, it is the Buyer's duty to arrange for the product to be collected. Should the product remain uncollected after NORTHCLIFFE has issued an appropriate notification, the Buyer will be obliged to cover all costs arising in connection with the storage of the product or with delivering it back;

3.6. Repaired products or replacement components and products under the claim will be shipped to the Buyer with the next planned shipment. Otherwise, the Buyer will be charged for additional transportation costs;

3.7. This warranty applies in the European Economic Area (EEA) including the United Kingdom as well as the following countries: Albania, Belarus, Bosnia and Herzegovina, Kosovo, Moldova, Montenegro, North Macedonia, Russia, Serbia, Switzerland, Turkey and Ukraine. On request the warranty could be extended to other countries;

3.8. NORTHCLIFFE reserves right to verify whether the claim is in accordance to terms of this warranty. In the event that the warranty claim is not justified, all related costs shall be incurred by the Buyer.

### **4.0. APPLICATION OF CLAIMS**

4.1. Before making a complaint, the Buyer shall be obliged to thoroughly check whether the warranty under the provisions of Warranty Policy applies to the particular 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 revealing of the defect or damage and, in any event within the warranty period. Complaints are only registered and investigated if name, quantity of claimed goods, number of purchase document (invoice) and detailed description of detected defect 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

### **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 Buyer agrees with the terms and conditions stated in the Warranty Policy with which the Buyer 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. The Purchaser acknowledges that the purchase price for the Products is based on and reflects a proper allocation of risks and obligations of the parties related to warranty;

5.5. NORTHCLIFFE liability is limited up to the price paid by the Buyer 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.