Terms and Conditions of Lucent Lighting Warranties

In the warranties below the following terms shall have the following meanings:

"Lucent" means Lucent Lighting Limited.

"Lucent LED Products" means any:

- 1) Lucent ProSpex[®] luminaire and/or system using an LED light source (excluding retrofit LED lamps); and
- 2) Driver approved and supplied by Lucent.

"Lucent Products" means any:

- 1) Lucent ProSpex[®] luminaire.
- 2) Lamp, transformer, ballast, control gear and/or driver approved and supplied by Lucent.

"Warranty Period" means the warranty period applicable under the Standard Warranty being a period of five (5) years from the original date of purchase of the Lucent Products with proof of order. Without proof of order the warranty cannot be honored.

<u>General</u>

Any rights given under the company's Warranties are not transferable.

Any product not manufactured by Lucent, including (but not limited to) transformers, ballasts, control gears and drivers, will not carry the benefit of the rights under Warranties unless supplied by Lucent. This includes any such product which is sold by any of Lucent's agents, affiliates, authorised resellers, or country distributors but that has not been supplied by Lucent.

Consumable Items not manufactured by Lucent, including (but not limited to) lamps (conventional or LED retrofit) and items such as lamp holders, which during the action of installation/maintenance can be worn or damaged are not covered by the companies 5 year warranty.

Lucent will not be liable for any loss, damage, cost or expense incurred as a result of the installation or removal of any Lucent Product, including situations where the environmental conditions are not suitable for the IP-Rating of the goods or any failure caused by a product for which Lucent is not responsible.

In the event that Lucent is unable to replace or repair any defective Lucent Product under the Warranties it will use reasonable endeavors to provide an alternative of similar specification and quality. In respect of Lucent LED Products whilst reasonable endeavours will be taken to match the light quality, LED bin and/or colour temperature of the LED's used for any replacements, it may not always be possible to do so, due to the age of the product, changes in the LED suppliers product specification and availability. In these circumstances Lucent will use reasonable endeavours to offer the closest alternative available.

Replacement parts provided under the Warranties are warranted on the same terms and for the remainder of the warranty period of the Lucent Products they are replacing or in which they are installed.

All Lucent Products and component parts removed under the Warranties become the property of Lucent.

Lucent guarantees that Lucent Products are free from defects in materials or workmanship under normal use during the standard Warranty Period.

During the Standard Warranty Period, Lucent will, (following prompt written notice of the issue(s) and a reasonable period for investigation) at its discretion, repair or replace either the whole Lucent Product or any part of it (excluding glass) that Lucent deems to be defective as a result of a material or manufacturing fault, Lucent will not be in any way liable under the Standard Warranty in respect of any Lucent Product that:

- 1) was not originally installed by a qualified electrician in accordance with:
 - a) the installation instruction supplied with, or printed on, the Lucent Product or published on the Lucent website (<u>www.lucent-lighting.com</u>)
 - b) the standards of good practice; and
 - c) relevant local wiring regulations;
- 2) was not installed in suitable environmental conditions (including but not limited to ambient temperature, moisture level and air flow) for that Lucent Product;
- 3) has been altered or modified in any way by third parties not authorised by Lucent:
- 4) has been subject to misuse (including but not limited to incorrect operation by the user or connection to or operation with an unsuitable power supply):
- 5) has been previously repaired by a person other than an authorised representative of Lucent; or
- 6) it considers is defective due to the failure of a non-Lucent Product.

The Warranty Period will only be valid if the date of purchase is confirmed by an official invoiced issued at the time of purchase.

Making a claim under the Warranties

In order to make a claim under the warranty, please contact the Lucent Warranty Department by post at Lucent Lighting Ltd, Unit 7 & 8 Great Cambridge Estate, Lincoln Road, London, United Kingdom, or via email <u>warranty@lucent-lighting.com</u>.

After authorisation, please return the complete product, or sub-assemblies/parts as directed by the Warranty Department in its original packaging (if possible) together with your Invoice or Proof Of Purchase, and relevant paperwork. All carriage and return charges or duties are the responsibility of the customer and are not covered by the warranty.

Lucent Products returned under the Warranties should be appropriately packaged to prevent damage during transit. Any return of Lucent Products under the Warranties is done at the sole risk of the customer and Lucent will not be liable for any damages or losses sustained during transit.

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