

## WARRANTY POLICY

This document sets out the warranty policy of PRADO EUROPE from whom you (hereinafter referred to as 'the Purchaser') have bought professional ceiling solutions. This warranty applies exclusively for professional fixtures of the prado brand (hereinafter referred to as the 'Products') which have been sold in Europe since 2020. This warranty policy is subject to the following provisions and the terms and conditions attached (hereinafter referred to as the 'Terms & Conditions of Warranty'). This warranty policy applies only when reference has been made to it in a sales agreement between PRADO EUROPE and the Purchaser and replaces the standard warranty provisions set out in the PRADO EUROPE general terms & conditions of delivery.

### A. Warranty period

With due observance to the provisions set out in the Terms & Conditions of Warranty, the Purchaser has the right to warranty for the period of:

- 2 years for conventional products (NON-LED)
- 3 years for the LED light source for devices with LED STRIPS
- 5 years for the LED light source for devices with LED MODULES/LINES

### B. Special terms & conditions

The warranty period commences on the date of the invoice. The LED warranty period only applies to the LED module of the Product and it is based on a burn time of a maximum of **4,000 hours per year**. In the case of more than 4,000 hours per year, the warranty period is adjusted on a pro rata basis. This warranty policy only applies if the products have **been properly fitted** and are used in the operating conditions specified on the product information sheet. The Purchaser is automatically entitled to this 'standard warranty'. On request, an 'extended warranty' or a 'customized project warranty' can be agreed after the specific operating conditions. The Purchaser should not refer to other information or documentation. Devices without an integrated ballast are not covered by the warranty, unless the Product is installed with power supplies purchased from PRADO EUROPE. Both the product concerned and the relevant power supplies are provided on one and the same order.

### C. Additional conditions (not exhaustive)

**This warranty only applies to products sold in Europe.** Other terms & conditions may apply in other regions. The Products have been bought directly from a PRADO EUROPE (sales) organization. There is proof of purchase for the Products available for inspection by PRADO EUROPE. Any installation and/or assembly work on the Product is carried out by specialized technical staff in compliance with the instructions accompanying the Product. Ambient temperature and voltage limit values are not exceeded and the Product is not subjected to mechanical and thermal loads which do not comply with its intended use. The Product is maintained by specialized technical staff in compliance with any instructions accompanying the Product. The Product shall not be changed/repared either without the relevant written authorization or not in compliance with the enclosed instructions. Light output depreciation for LED Products (within industry standard limits) is considered as normal and therefore not covered by this warranty. **This warranty does not cover change in color temperature.** Satisfactory records are kept about the working history which are available for inspection by PRADO EUROPE. A PRADO EUROPE representative has access to defective Products. If there is any doubt surrounding the Products or other components, the representative has the right to invite representatives from other manufacturers to assess the lighting systems. The costs of labor for the installation/dismantling of the Products are not covered by the Warranty.

## TERMS & CONDITIONS OF WARRANTY

### 1. Limited warranty

This warranty only applies to lighting products of the prado brand which have been sold by PRADO EUROPE on the European continent (hereinafter referred to as the 'Product' or the 'Products'). The warranty only applies with respect to the party buying the products directly from PRADO EUROPE (hereinafter referred to as the 'Purchaser'). PRADO EUROPE guarantees that every Product is free of any defects in terms of materials and craftsmanship. The aforementioned warranty is valid for the period specified in the warranty policy which is current for the Products to which reference is made in your contract of sale. If a Product does not work in compliance with the warranty, **PRADO EUROPE will ensure free repair or replacement of the defective product, at the discretion of PRADO EUROPE, with due observance of the applicable warranty policy and the terms and conditions of the limited warranty described below.**

### 2. Terms and conditions

Only the original Purchaser is entitled to the warranty of PRADO EUROPE. If a Product covered by this warranty is returned by the original Purchaser in compliance with the provisions specified under 3 ('Claims made under the warranty') and within the appropriate warranty period specified in the warranty policy and PRADO EUROPE, after inspection, establishes to its own satisfaction that the Product in question does not fall under terms of the warranty, PRADO EUROPE, at its own discretion, shall repair or replace the Product or the defective component or refund the purchase price to the original Purchaser. For the sake of clarity, 'repair or replacement of the Product or the defective component' does not involve removal or reinstallation work or costs or expenses associated with this work, including, but not limited to, the cost of labor, transport costs, installation costs, expenditures, damages or any other financial obligation that is in any manner related to the defect in the goods and materials or any possible consequence thereof. Any other liability that is imposed by mandatory law shall, to the extent permitted by such mandatory law, be limited to the amount covered by our insurance. Only if we have not completed the remedy within a reasonable time, the customer may require an appropriate reduction of the price. The customer is never entitled to have the contract rescinded. Should PRADO EUROPE decide to replace the Product but is not able to do so because it is no longer manufactured or available, PRADO EUROPE can choose to refund the money to the Purchaser or replace the Product with a similar product (which may have minor differences in design and product specifications). No single agent, distributor or dealer is authorised to amend, change or extend the terms and conditions of the warranty on behalf of PRADO EUROPE. This warranty applies exclusively when the Product is properly connected and installed and works within electrical values, the operational range and the environmental requirements which are specified in the specifications, implementation guidelines, IEC standards or any other document supplied with the Product. Products should always be installed in compliance with any applicable (local) legislation and in an environment free of any vapours that can be of influence on the functionality of the LED (for example toxic vapours). If it has been established that a Product is defective or does not work in conformity with the product specifications, the Purchaser must notify PRADO EUROPE of this in writing within the delays mentioned in the General Terms & Conditions. Proof of correct installation by means of pictures, video or other reasonable means and/or the return of defective Products for further analysis is to be organized by the authorized distributor upon simple request from PRADO EUROPE. PRADO EUROPE will facilitate the technical solution to the problems. Products sold by PRADO EUROPE from third parties are not covered by this warranty, except insofar as specified under 5 ('Restrictions and conditions'). This warranty does not apply with respect to damage or non-functioning as a result of force majeure or improper use, misuse, abnormal use or use which is contrary to the applicable standards, codes or instructions for use, including, but not limited to, those which have been enshrined in the most recent electrical and/or safety and industry standards for the region(s) in question. This warranty is annulled if repairs or modifications are made to the Product by someone who has not been authorised to do so by PRADO EUROPE in writing. The production date must be clearly legible on the product. PRADO EUROPE reserves the right to take the final decision on the validity of a claim under the terms of the warranty. If a request is made by PRADO EUROPE to this effect, non-compliant or defective Products become the property of PRADO EUROPE as soon as they have been replaced.

### 3. Claims under the terms of the warranty

All warranty periods specified only apply if a prado representative is given access to the Product or system in order to verify the non-conformity. Claims made under the terms of the warranty must be reported to and submitted to the local prado office within 7 days of the defect being discovered, mentioning the following information as a minimum (additional information may also be requested):

- particulars with respect to the defective Products; and for System warranties, also particulars regarding the other components used;
- date of installation and invoice;
- detailed description of the problem, the number and percentage of defects, date code defect;
- uses, burn times and number of switching cycles;

In the event of a valid claim under the terms of the warranty, PRADO EUROPE will take responsibility for the costs of transport. PRADO EUROPE can charge the Client with respect to returned products which are deemed to be non-defective/non-compliant together with the associated transport, testing and administrative costs.

### 4. No implicit or other guarantees

The guarantee and remedies contained within this warranty are the only guarantees that PRADO EUROPE issues with respect to the Products and are issued instead of all other explicit or implicit guarantees, including, but not limited to, guarantees of saleability or suitability for a specific purpose, these guarantees being hereby rejected. These terms and conditions describe the only liability and obligation on the part of PRADO EUROPE vis-à-vis the Purchaser and the only and exclusive remedy for the Purchaser with respect to Products supplied to the Purchaser by PRADO EUROPE which are defective or non-compliant, regardless of whether the claim for compensation is based on a non-explicit guarantee specified in these terms and conditions, unlawful act, agreement or other legal concept, even if PRADO EUROPE has been notified or made aware of such defects.

### 5. Restrictions and conditions

This is a limited warranty which, amongst other things, excludes the installation and provision of access to the products (scaffolding, lifts, etc.) and special, occasional and consequential damage (such as loss of turnover/profit, material damage or other costs not previously specified) and which is additionally defined by the restrictions and conditions which are described in the relevant warranty policy and these terms and conditions. On request, access to the defective Product or system of the defective application must be granted to prado representatives so that the non-conformity can be verified. PRADO EUROPE cannot be made liable for the power-supply conditions, including supply peaks, overcurrent and undercurrent and provisions to control the ripple voltage which fall outside the specified limits for the products and outside the limits defined by the relevant supply standards (e.g. EN 50160). For products sold by PRADO EUROPE to the Purchaser, but which are not provided with the prado name or sub-brands, PRADO EUROPE does not give any explicit or implicit guarantee, including, but not limited to, the guarantee of saleability or suitability for a specific purpose; however, if requested, PRADO EUROPE will make the manufacturer's warranties for the product available to the Purchaser, but only insofar as this is permitted by law and relevant agreements.

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Nederlandse tekst op aanvraag - Texte français sur demande - Deutscher Text auf Wunsch.