

WARRANTY POLICY- for Havells Sylvania fixtures

1. Scope and Duration

This product warranty applies to Havells Sylvania professional and consumer fixtures (the “Products”) sold by Havells Sylvania, directly or indirectly to a customer (the “Customer”) under the brands “**Sylvania**”, “**Lumiance**” and “**Concord**”, subject to the terms and conditions herein.

The warranty period starts on the Product delivery note date that appears on the delivery note issued to the Customer, and lasts in accordance with the table below:

| Havells Sylvania Fixtures Warranty | | |
|--|--------------------------|---|
| Product Type | Standard Warranty Period | Extended Warranty Period* |
| Non LED fixtures (driver included) consumer & professional range | 2 years | Not applicable |
| LED fixtures (driver included) consumer range | 2 years | Not applicable |
| LED fixtures (driver included) professional range | 2 years | Additional 3 year period starting upon expiry of the Standard 2 year warranty period. |
| LED Emergency fixtures (excluding batteries)** | 2 years | Additional 3 year period starting upon expiry of the Standard 2 year warranty period. |

* Subject to the conditions set forth in article 3 below

** The maximum warranty duration for batteries is 1 year

Havells Sylvania warrants that each Product will be free from defects in material and workmanship during the warranty period. For the purpose of this Warranty, a Product shall be considered to be defective when it is not free from defects in material and workmanship and therefore when the Product as a whole stops operating.

2. Conditions for Standard Warranty

The Standard warranty only applies subject to the following cumulative conditions:

- The Product was purchased after 1st of July 2015
- the Product has been used in accordance with the given product and application specifications (data sheets) and has been installed and put into service in a professional manner (according to the installation instructions enclosed with the product or available on www.havells-sylvania.com or upon request from Havells Sylvania);
- temperature and voltage limits must not be exceeded;
- the product must not be exposed to any mechanical stresses and strains that are not in accordance with its intended purpose and/or chemical environment;
- the Customer has duly paid for the Product in compliance with the payment terms agreed in the sales agreement;
- the defect - once it has been duly specified and its nature and scale have been duly shown by Customer – is reported in writing to Havells Sylvania within thirty (30) days from its discovery subject to forfeiture.
- The Product must not have been modified nor altered
- The Product has been installed by a professional qualified installer
- The Product has been installed with a compatible control system

3. Conditions for Extended warranty

The Extended warranty only applies subject to the following cumulative conditions:

- Only LED fixtures (except those excluded in the above chart) are eligible for an additional 3 year warranty period;
- the conditions for Standard Warranty must be fulfilled as a prerequisite for eligibility for the extended warranty period
- the Customer has, within 60 days from delivery note date, applied for an extended warranty by completing the warranty registration form online accessible on the website www.havells-sylvania.com and uploading the corresponding product delivery note,
- the Customer, following online registration, has received a warranty certificate from Havells Sylvania.

4. How to make a warranty claim:

To make a warranty claim, the Customer shall notify and return the defective Product to its local Havells Sylvania corporate office. All claims must be made in writing by email to claims@havells-sylvania.com within 30 days after discovery.

The Customer will be required to provide a documented record of the installation date, and installation location of the Product and the alleged failure. Furthermore, receipt, invoice or other proof of purchase will be requested to accredit the Product purchase and date.

Havells Sylvania reserves and has the right to examine the Product to determine the cause of failure and patterns of usage. If for any reason the defective Product cannot be returned Havells Sylvania may require that one of its representatives be given access to the installation in order to be able to carry out the necessary quality inspections to determine the failure cause. Alternatively, and in order to help Havells Sylvania determine whether the warranty applies, Havells Sylvania reserves the right to request that its Customer provide their incident log book showing proven defects on the basis of which they wish the warranty to apply or any other elements that would support their warranty claim.

Havells Sylvania reserves the right to ask the Customer to provide additional elements, if the above mentioned elements provided by Customer are not sufficient to enable Havells Sylvania to confirm the validity of the warranty claim.

5. Implementation of the warranty:

Where a warranty claim is justified:

- Havells Sylvania will, at its discretion, repair or replace ONLY the defective Product or reimburse Customer the Product purchase price.
- The replacement Product will offer the same specifications as the original Product wherever possible. In case the defective Product is no longer available in Havells Sylvania's portfolio, it will be replaced by the most similar product. A small monetary compensation might be requested from the Customer in case the replacement Product offers a higher specification (more than 20% increases in luminous flux) than the defective one.
- Havells Sylvania will bear all reasonable expenses for the transportation or freight for the return of the defective Product and shipment of the replacement Product.
- However Havells Sylvania will not bear any other additional costs. For the avoidance of doubt, Havells Sylvania will not bear any costs incurred by the removal of the defective Product and reinstallation of the repaired or replacement Product (nor any labour costs).

Where a claim is not justified under this Warranty policy:

- Havells Sylvania may charge Customer for testing and handling (including transportation and sites visits) costs associated with Products that are not found to be defective.

6. Exclusions

This warranty does NOT cover the following:

- defective Product caused by modifications, alterations, drop, abuse, misuse, abnormal use or acts of God
- costs or expenses made for removal or re-installation of the Products
- sample Products
- failure caused by fire, flood or lightning strike of the installation
- consequential damages (such as but not limited to loss of revenue/profits or damage to property)
- All parts subject to wear and tear, such as batteries integrated in luminaires, mechanical parts subject to wear and tear, fans used for active heat dissipation in products with LED sources; as well as software defects, bugs or viruses.

No implied or other warranties

With respect to products sold to the Customer but not bearing Havells Sylvania's name or sub-brands, Havells Sylvania makes no warranty of any kind, whether express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Customer, upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

The warranties and remedies contained in this warranty are the only warranties given by Havells Sylvania with respect to the Product and are given in lieu of all other warranties, whether express or implied.

7. Miscellaneous

This Warranty policy is effective as of the 1st of July 2015 and replaces any former warranty policy for Havells Sylvania fixtures.

If any provision of this Warranty policy is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Warranty policy and the remainder of the provision in question shall not be affected.

Any dispute or claim arising out of or in connection with this Warranty policy shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.