

**WARRANTY POLICY- for Sylvania Professional LED Lamps**

FEILO SYLVANIA provides Sylvania LED lamps in professional applications as listed in the table below (the “Products”). FEILO SYLVANIA warrants that each Product will be free from defects in material and workmanship during the warranty period.

This warranty policy only applies to the party purchasing the Products directly from FEILO SYLVANIA (the “Purchaser”) in its sales countries in Europe and the United Arab Emirates.

This Warranty policy contains the terms and conditions under which FEILO SYLVANIA, as a professional lighting solutions provider, undertakes to replace **defective** Products **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 **OR**
- the luminous flux of the Product decreases below **70%** (based on standard test conditions) of the luminous flux claimed on the packaging

The warranty period starts on the date of invoice and is either the period in years or burning hours, whichever comes first, in accordance with the table below:

Sylvania LED Lamps Warranty		
Product Type	Warranty Period	Hours burned
RefLED Superia RefLED Coolfit ToLEDo Superia RefLED + AR111	6 Years	24,000
RefLED + ToLEDo +	4 Years	16,000
RefLED ToLEDo	3 Years	12,000

**Warranty – conditions**

The warranty starts on the date of invoice and this warranty only applies for a defective Product during the warranty period provided the Product:

- was purchased from FEILO SYLVANIA after 1st May 2016 **AND**
- applied within its intended purpose whereby:
  - the operating conditions are in accordance with the information on the Product, packaging and data sheet;
  - the lamp operating temperature of the Product at the Temperature Point (“TP”) location specified on the data sheet never exceeds a value more than 10°C higher than the nominal TP specified in the data sheet;
  - the relative humidity in the installation never exceeds 80% or never exceeds the Ingress Protection rating of the Product, if any is provided;
  - in an open luminaire with minimum 10 mm free air around the body of the lamp (apart from the cap) except lamps designed for the use in enclosed luminaires as specifically marked on the packaging or datasheet;
  - not subjected to a number of fast switches (time between “on” and “off” is less than 10 minutes) which exceeds the nominal value specified on the lamp data sheet;
  - the electrical installation in which the Product operates is not subjected to voltage fluctuations in a range exceeding 230 V +/- 10% **AND**

- was properly installed and operated in accordance with FEILO SYLVANIA criteria specified on the Product data sheet, and existing installation.

#### **Exclusions**

This warranty does NOT cover the following:

- defective Product caused by 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)

#### **No implied or other warranties**

With respect to products sold to the Purchaser by FEILO SYLVANIA but not bearing FEILO SYLVANIA name or sub-brands, FEILO 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 Purchaser 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 FEILO SYLVANIA with respect to the Product and are given in lieu of all other warranties, whether express or implied.

#### **How to claim under the warranty?**

To make a warranty claim, the Purchaser needs to notify and return the defective Product to its local FEILO SYLVANIA office. All claims must be made in writing within 30 days after discovery.

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

FEILO SYLVANIA reserves and has the right to examine the Product to determine the cause of failure and patterns of usage. If required a FEILO SYLVANIA representative shall be given access to the installation in order to be able to carry out the necessary quality inspections to determine the failure cause.

FEILO SYLVANIA reserves the right to make the final decision on the validity of any warranty claim.

#### **Justified claims**

Where a warranty claim is justified:

- FEILO SYLVANIA will, at its discretion, repair or replace ONLY the Product or reimburse Purchaser the purchase price.
- The replacement Product will offer the same specifications as the original Product wherever possible. In case the defective Product is not longer available in FEILO SYLVANIA's portfolio it will be replaced by the most similar product. A small monetary compensation might be requested from the Purchaser in case the replacement lamp offers a higher specification (more than 20% increases in luminous flux) than the defective one.
- FEILO SYLVANIA will bear all reasonable expenses for the transportation or freight.

#### **Un-Justified claims**

Where a claim is not justified under this Warranty policy:

- Feilo Sylvania may charge Purchaser for testing and handling costs associated with Products that are not found to be defective.

#### **Miscellaneous**

This Warranty policy replaces the former warranty policy for Sylvania Professional LED Lamps (document version November 2013).

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.