

Warranty Policy for Sylvania Professional LED Lamps

This document sets forth the Warranty Policy of Havells-Sylvania Europe Limited for Sylvania LED lamps in professional applications (the “Products”).

This Warranty Policy is applicable within the 28 member states of the European Union and Switzerland.

This Warranty Policy states the terms and conditions under which we, as a professional lighting solutions provider, undertake to replace the defective products according to the conditions defined below in the period of time covered by the warranty:

1. Warranty period starting from the purchase date appearing on the invoice

Sylvania LED Lamps Warranty	
Type	Period
RefLED Superia RefLED Coolfit ToLEDo Superia ToLEDo Coolfit RefLED + AR111	5 Years
RefLED + ToLEDo + RefLED 25,000 Hours ToLEDo 25,000 Hours	3 Years
RefLED 15,000 Hours ToLEDo 15,000 Hours	2 Years

Receipt, invoice or other proof of purchase will be requested to accredit the purchase and date.

2. Definition of defective lamps – scope of the Warranty:

For the purpose of this Extended Warranty, an LED retrofit lamp shall be considered to be defective when:

- For LED Lamps and Tubes, the luminous flux decreases below **70%** of the luminous flux claimed on the packaging during the warranty period running from invoice date. **AND/OR**
- It is not free from defects in design, material and workmanship.

3. Conditions of the warranty:

This warranty policy is subject to the following conditions:

- The warranty period starts on the date on invoice
- The burning period of the lamps may not exceed 4000 hours per year.

This warranty only covers products applied within “intended” or “normal use” as defined by:

- Operating conditions are in accordance with the information on the products, packaging and data sheet; **AND**
- The lamp operating temperature at the T_p location specified on the data sheet never exceeds a value more than 10°C higher than the nominal T_p temperature specified in the data sheet; **AND**
- Relative humidity in the installation never exceeds 80% RH or never exceed the IP rating of the product if any is provided; **AND**
- Products are operated in an open luminaries with minimum 10 mm free air around the body of the lamp in all areas with the exception of that part of the lamp defined as the cap in IEC 60061; **AND**
- Product are 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; **AND**
- The electrical installation in which the product operates is not subjected to voltage fluctuations in a range exceeding 230 V +/- 10%; **AND**
- The Products have to be properly installed and operated in accordance with our instructions and the criteria specified on the lamp data sheet, and existing installation. Documentation regarding the installation and lumen maintenance shall be provided to Havells Sylvania.

- In case of problem or Product Quality Complaint raised, the defective Product shall be remitted to one of Havells Sylvania’s representatives within 30 days after discovery.
- Havells Sylvania reserves the right to carry out an audit of the lighting installation and test the concerned lamps to determine the causes of the failure & applicability of the present warranty. To this end, at Havells Sylvania request, one of its representatives or Members of its Excellence Centre in Tienen, Belgium, shall be given an easy access to the installation in order to be able to carry out the necessary quality inspections to determine the failure cause. Havells Sylvania reserves the right to make the final decision on the validity of any warranty claim.

If in case we consider that the Product is covered by this warranty, we will repair and/or replace ONLY the defective lamp(s) within a reasonable period of time. Further warranty is excluded unless compulsory required by law. For the avoidance of doubt, “repair or replace the defective lamps” does not include any removal or reinstallation activities, costs or expenses, including without limitation, labour costs or expenses as referred to in article 4.

The replacement lamp will offer the same specifications as the original Product wherever possible. In case the defective Product is not longer available in our portfolio, we will replace it by the most similar lamp. A small monetary compensation might be requested from the customer in case the replacement lamp offers a higher specification (more than 20% increase in luminous flux) than the defective one. The customer will bear all costs for the transportation from the installation to the destination indicated by us.

4. Exclusions

This warranty does NOT cover the following:

- Damage due to drop or misuse or negligence
- Installation not in accordance with the instruction or incorrect voltage
- Fire, flood of the installation
- Labour costs for removal & re-installation of the products are NOT covered under this warranty
- No warranty is given on samples.

With respect to products sold by Havells-Sylvania but sourced from third parties, 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 Purchaser upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

5. Miscellaneous

The warranty policy is valid for Products invoiced after 1st Sept 2012 until further notice.

Any dispute or claim arising out of or in connection with the present Warranty 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.