

# GUARANTEE CERTIFICATE

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This document sets out the warranty (sales) policy of the Enerlum trademark from which you ("Buyer") purchase your professional luminaires. This policy applies only to Enerlum professional luminaires ("Products").

**This warranty is subject to the following provisions and is subject to the attached terms and conditions.**

This warranty is only applicable if it refers to a sales agreement between Enerlum and the Purchaser and will replace the standard warranty clause provided in Enerlum's general terms and conditions of sale.

## 1. Warranty period

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Subject to the provisions of the Warranty Policy Terms and Conditions set forth herein, the Purchaser shall receive the warranty for the period of 3 /5/ 10 years, as per the publication of the tariff for the product.<sup>1</sup>

## 2. Limited Warranty

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The guarantee described herein is only valid for Enerlum brand lighting products marketed by Enerlum, within the geographical limits of Europe (hereinafter referred to as "the Product"). Only parties who purchase the products directly from Enerlum (hereinafter "the Purchaser") are eligible for this guarantee.

Enerlum guarantees the Buyer the absence of material or manufacturing defects in all Products. This warranty is valid for the period indicated in Item 1 of this document, corresponding to the Products reflected in the purchase agreement entered into by you. If during the warranty period a product does not function as provided above, Enerlum will replace or repair, as appropriate, free of charge, the defective Product covered by the applicable warranty policy and the terms and conditions of the warranty policy described below.

## 3. Terms and conditions

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- Enerlum's warranty applies only to the Purchaser. If the Purchaser returns any of the Products covered by this guarantee in accordance with point 4 and within the guarantee period indicated in this policy, and after having submitted it for examination Enerlum determines that it does not fulfil the purpose indicated in the guarantee, Enerlum shall choose to repair or replace the defective Product or component thereof or to refund its purchase price to the Purchaser. To qualify the above, “
- Agents, distributors or representatives are not authorized to change, modify or extend any aspect of the terms of the limited warranty on behalf of Enerlum.
- This limited warranty is only valid when the Product has been properly connected and installed, and is operating at the electrical values, operating range and environmental conditions specified in the specifications, application guidelines, IEC standards or other documents supplied with the Products. If a Product is determined to be defective or does not work according to the specifications of the same, the Purchaser must notify Enerlum in writing

- In the event of faults or defects in obsolete or discontinued products, Enerlum will replace said product with another one of equal conditions, when the Buyer has previously made the claim in accordance with the provisions of Point 4 of this document.
- This warranty does not apply if the damage or malfunction is caused by force majeure or by any misuse, abuse, abnormal use or use in violation of applicable regulations, codes or instructions, including but not limited to the most recent safety, industrial and/or electrical regulations in force in the relevant regions.
- The present guarantee will lose all its validity in the event that persons not duly authorised by Enerlum and in writing carry out any type of repair or modification of the Products. The date of manufacture of the product must be clearly and legibly marked. Enerlum reserves the right to take the final decision on the validity of any warranty claim.
- On request, Enerlum will be the owner of the defective or non-conforming products immediately after they have been replaced.

## 4. Warranty claim.

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Any customer or user of Lighting Equipment or elements supplied by Enerlum, who is considered to have justified reasons to claim the warranty rights established in this document, must proceed as follows<sup>2</sup>:

### 1) Inform immediately and in writing:

- To the company that sold you the Equipment, or
- If this is not the case, the authorised Enerlum distributor in the area
- Failing this, the Enerlum Customer Service Department will ([www.enerlum.es](http://www.enerlum.es)).

To this end, a written complaint shall be sent, accompanied by a copy of the proof of purchase of the equipment or item complained of, stating the date of purchase..

- 2) Once this claim has been received by Enerlum, the After-Sales Service Department will carry out an analysis, whether or not it is justified, in accordance with the provisions of this limited warranty document, and will inform the customer and the instructions to be followed as soon as possible.
- 3) The return of the equipment subject to the complaint may not be made without the prior written authorization of Enerlum's After-Sales Service Department, which will provide a RETURN AUTHORIZATION NUMBER, which will appear on all labels.
- 4) The products that are the object of the claim will be sent by The Purchaser to Enerlum, carriage paid.
- 5) If, at the customer's request and for reasons of urgency, the customer requests Enerlum to immediately replace the equipment or element subject to the complaint, prior to the resolution of the complaint by the After-Sales Service Department, this request must be accompanied by a Purchase Order from Enerlum.

Once the complaint is resolved by the After-Sales Service

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<sup>2</sup>Procedure included and established in Enerlum's RMA Protocol. See in [www.enerlum.es](http://www.enerlum.es) o [comercial@enerlum.es](mailto:comercial@enerlum.es)

<sup>3</sup> Consult us at [www.enerlum.es](http://www.enerlum.es)

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<sup>1</sup> Consult us at [www.enerlum.es](http://www.enerlum.es)

Department, the Purchase Order will be cancelled by issuing a Credit Note, should the resolution of the complaint prove appropriate.

#### **5. Limitations of liability:**

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This is a limited warranty and excludes, but is not limited to, installation, access to products (scaffolding, lifts, cranes, etc.), and special, incidental, and consequential damages (such as loss of income/benefits, property damage, or other miscellaneous expenses not listed above), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.

Enerlum's liability deriving from this Guarantee Certificate shall be limited to the obligations expressed above and, quantitatively, to the amount of the invoice paid by the customer for the purchase of the equipment subject to the claim, and any liability for indirect damage such as loss of operating income or profits, etc., shall be expressly excluded.

Repair or replacement of the Product or defective part thereof, does not include reinstallation or removal work, costs or expenses, including but not limited to labor costs or expenses.

Enerlum representatives must be authorised, on request, to access the defective product, system or application for the verification of non-conformity.

Enerlum is not responsible for the conditions of electrical supply, including supply peaks, overvoltage, voltage dips, harmonics and current rectification systems beyond the specified limits of the products and those defined by the relevant supply standards.

Any other warranty claims not expressly mentioned in this certificate are excluded.

