

## Complaints Procedure and Warranty Conditions

Halla, a.s., registered office in Prague 9, Litvínovská 288, postal code 190 00, Identification number: 60201916 registered in the Commercial Register of the Municipal Court in Prague, Section B, File 10058, hereinafter "Company"

This Complaints Procedure and Warranty Conditions cover goods that have been purchased by the Customer from the Company Halla, a.s., as the seller.

Under these circumstances, the "Customer" means a legal person or natural person in a business capacity who has purchased goods from Halla or ordered the assembly of the purchased goods.

Customer rights not treated by the Warranty Conditions are governed by the Act 89/2012 Coll., Civil Code, as amended.

### **I. WARRANTY PERIOD**

1. The Company warrants goods with LED luminaires for 60 months.
  - a) Exceptions are luminaires with autonomous operation (an emergency system), where the warranty period for the battery component is less. The warranty for batteries, if part of the luminaires supplied, is 24 months. The batteries must be operated in accordance with the operating conditions specified by the battery manufacturer. The batteries must regularly undergo a charging and discharging cycle and an operational log for this cycle must be kept and submitted if required by the Company for any claims for goods made by the Customer.
  - b) The exception are goods intended for linear fluorescent sources. The warranty period for goods is fixed at 24 months.
  - c) The exception are goods for which Halla has expressly indicated a shorter warranty period.
2. The warranty period starts from the date of receipt of the goods by the Customer, i.e. on the date of the delivery of the goods (or part thereof) to their destination. If the Customer breaches their obligation to accept the goods, the warranty period begins on the date the Customer finds themselves in delay with fulfilling their obligation to accept the goods.
3. A defect caused by mechanical damage or other damage to the goods as a result of putting them in an unsuitable environment cannot be considered a defect covered by the warranty. The nature of most of the products sold by the Company implies the need for a qualified person to install them in accordance with valid regulations. A defect caused by faulty installation or other unqualified means of putting a product into operation will not be considered a defect.

4. A defect caused by any installation that does not match the installation procedure specified in the installation instructions of the goods cannot be considered a defect under warranty.
5. The warranty for luminaires for goods with replaceable luminaires is limited by the lifetime of the luminaire specified by the manufacturer. The Company declares products with integrated LED modules to be a product with non-exchangeable sources.
6. The warranty covers only failures of the electrical components of products that were caused by demonstrable defects in material, structure or manufacturing and which exceed the nominal medium frequency of failures – indicated as 0.2% / 1000 operating hours.
7. A technical condition for LED modules is the luminous flux dropping to a value of 0.6% / 1000 hours of operation, and so this does not fall under the warranty. The color tolerance of LED modules is not covered by the manufacturer's warranty. For a new LED module, the luminous flux and power are subject to a tolerance of +/- 10%.
8. The warranty does not cover the physical effects of aging materials, especially the plastic components of the goods, the plastic optical materials of the goods, etc. Plastic parts are subject to aging and exhibit changes in their mechanical and optical properties with regard to their operating time and as a result the color of the part or the brittleness of the part may change.
9. The warranty does not cover goods powered by a grid where the voltage supply was  $\pm 10\%$  outside the range of the nominal voltage. (e.g. 230V  $\pm 10\%$ , 110V  $\pm 10\%$ , etc.)
10. The warranty does not cover goods damaged by natural disasters (lightning, floods, increased seismic activity, ...), animals or improper handling by unauthorized persons.
11. The warranty does not cover cases of product defects arising from the provisions of Section 2103, Section 2116, Section 2167 or Section 2170 of the Commercial Code.

## **II. MEANS OF NOTIFYING THE COMPANY OF A DEFECT**

1. Obvious defects caused during transport or in packing the shipment must be indicated by the Customer in the log of the shipping company and photographs taken of the damage. When a minor defect is noticed in the shipping packaging, the Customer must fully unpack the goods when accepting the shipment from the carrier and, if the goods are found to be damaged, a damage report shall be drawn up with the carrier. Attach all these documents to the complaint sheet given to the Company. The complaint for these obvious defects in the package needs to be made to the Company in writing within 3 working days of receiving the goods. In the event this deadline is missed, the goods shall be considered to have been delivered without any defects.

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Společnost je zapsaná v OR vedené městským soudem v Praze, oddíl B, vložka 10058, dne 20. prosince 1993.

2. A complaint for obvious defects detectable in the goods after unpacking them from an otherwise apparently undamaged package needs to be done with the Company in writing within 3 working days of receiving the goods. In the event this deadline is missed, the goods shall be considered to have been delivered without any defects.
3. The complaint can be made within the period specified in Article 1 and 2 with a properly completed complaint sheet, namely as follows:
  - a) By sending the complaint sheet to the email address: [servis@halla.cz](mailto:servis@halla.cz)
  - b) By handing in the complaint sheet in person on weekdays at the Company's registered office.
  - c) By sending the complaint sheet by registered mail to the address of the Company.
  - d) The complaint sheet should include:
    - The number of the order (order, contract, etc.), description of the defect and its manifestation, photographic documentation of the claimed condition
    - Invoice for the goods
    - For products of the Company, include the batch of the product given on the label – best is to send a photograph of the product's label
    - Identification (code) of the goods and the number of defective units
    - Contact information for the person authorized by the Customer
4. The Company shall inform the Customer about the receipt of the properly completed complaint sheet. Should it be necessary to send in the goods for an assessment of the defect, the Company will give the Customer the identification number of the complaint. The goods must then be sent to the address of the Company together with the identification number:

Halla, a.s.  
Černčická 43  
549 01 Nové Město nad Metují  
Contact person (must be written on the consignment): Jaroslav Kolesnáč

### **III. HANDLING THE COMPLAINT**

1. The Company will assess the complaint and remove the defects within a reasonable period of time corresponding to the nature of the defect unless the Company and Customer agree in writing to a specific period. The Company reserves the right to assess the legitimacy of the Customer's complaint and the Customer must provide the necessary assistance to determine the legitimacy of the complaint (to present the claimed goods and allow them to be examined to ascertain the defect claimed in the goods; if the need arises, the Company may require the inspection on the site of the installation).
2. In the event the complaint is not acknowledged, the Company reserves the right to charge the Customer all costs associated with the assessment of the complaint (e.g.

summoning a technician for the complaint, ancillary costs incurred from assessing the complaint, etc.), or any other costs associated with making the complaint.

3. If the complaint is legitimate, the Customer may request if the defect is removable - removal of the defect. In the event the Company believes that removing the defect entails unreasonable costs, the Company is entitled to replace the goods instead of removing the defects or to provide the Customer with a reasonable discount off the price of the goods. The right of choice belongs exclusively to the Company.

The Company expressly advises the Customer that in view of ongoing technological developments in the industry and the long warranty period, it is possible that the Company will provide a new component in the context of the complaint that will meet all the necessary parameters for the function of the luminaire, but it can generate a different visual effect, such as a new LED component placed alongside one used for several years will illuminate differently.

4. If the complaint is justified, the Company will invite the Customer to send the goods at their own cost to the address specified in Article II/4. After the defect is removed, the Company will invite the Customer to pick up the repaired goods also at their own cost.
5. The Customer is not allowed to make repairs, modifications or interventions in goods that are covered by the warranty, without the prior written consent of the Company. To act otherwise will nullify any claim arising from the warranty provided by the Company.
6. The Customer is not entitled to compensation for loss of profits arising from the consequences of defects in the claimed goods. The Company excludes its liability for any other damages incurred by the Customer, including contractual penalties or other sanctions, whether monetary or non-monetary, including damage compensation, even in-kind.
7. The Company limits its liability for damages, such as foreseeable damage, up to the purchase price of the goods without VAT, for which a reasonable claim for the defect has been made by the Customer.
8. The Customer is not entitled to reimbursement of any ancillary costs incurred. For example, costs associated with the transport, repair, assembly, disassembly, scaffolding, use of lifting equipment, destroying the goods, and the like.

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#### **IV. General provisions**

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1. The above conditions represent the sole and exclusive remedy for the Customer for defective or inadequate products delivered by the Company to the Customer.

2. In no case shall the Company be liable for the costs of replacement or exchange, the costs of equipment or services, the costs caused by downtime, loss of profits, income or corporate reputation, damage caused by noncompliance with obligations, loss of data, the inability to use auxiliary equipment or damage to it, or for any indirect, incidental, special or consequential damage caused by the products supplied by the Company to the Customer that have been declared defective or nonconforming.

3. All relations arising from the delivery of the goods to the Customer shall be governed by Act 89 / 2012 Coll., Civil Code, as amended, where the wording of these conditions takes precedence over legal treatment (unless excluded by legal treatment). Any litigation shall be settled by a court of jurisdiction in the Czech Republic and if no such court exists, then the selected jurisdiction of the court designated by the location of Company headquarters.

This Complaints Procedure is valid in this form for all business transactions from the date of its issue, unless other warranty conditions have been agreed contractually and in writing.

Prague, 01 April 2019

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