

# GENERAL WARRANTY TERMS AND CONDITIONS (GWT)

for the general market – version 2025-10-06 (v.20251006)

**Guarantor:** Luxon Sp. z o.o., ul. Kwiatowa 45, 55-330 Krępice, Poland  
KRS: 0000138301, REGON: 932025487, NIP: 8942513867  
Tel. +48 71 733 60 50 | [www.luxon.pl](http://www.luxon.pl) | office@luxonled.eu

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## I. General Provisions

1. Luxon Sp. z o.o. (hereinafter: the "Guarantor") provides a warranty for the products sold (hereinafter: the "Product") under the terms and conditions specified in these General Warranty Terms (GWT).
2. These GWT constitute an integral part of the sales agreement concluded between the Guarantor and the purchaser (hereinafter: the "Buyer").
3. For products not manufactured by the Guarantor, the warranty is granted only to the extent that the Guarantor has obtained it from the seller or manufacturer of those products. The method of exercising such rights is determined by the warranty of that seller/manufacturer.
4. Capitalized terms have the meanings ascribed to them in the General Terms of Sale unless otherwise provided herein.
5. If the warranty covers a set of products, and the claim concerns only part of that set, the term "Product" shall refer to that specific part.

### Additional definitions:

- **Complete Documentation** – includes the Installation Manual, Product Data Sheet, and other documents related to the Product.
- **Battery / Backup Battery** – a component ensuring power supply in emergency operation mode or for luminaires with backup function; considered a consumable item.

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## II. Warranty Conditions

1. During the warranty period, the Product shall be free from physical and legal defects.
2. The warranty period for the Product (luminaire) is specified in each individual Offer issued by the Guarantor, which forms an integral part of the sales agreement.

**2a. Battery (backup battery)** – the warranty period is defined in the Offer or in the technical specification of the given item; if not otherwise stated – 12 months. (The battery is a consumable item.)

Nr rejestrowany: GIOŚ: E0016476W • Kapitał zakładowy: 244 000 PLN • Kapitał Wpłacony: 244 000 PLN

Sąd rejonowy dla Wrocławia-Fabrycznej we Wrocławiu, VI Wydział Gospodarczy KRS:  
Powszechna Kasa Oszczędności Bank Polski S.A.: 84 1020 5226 0000 6602 0769 260



3. The Buyer shall report any warranty claims without undue delay, but no later than 30 days from the discovery of the defect, using the complaint form available at [www.luxonled.eu](http://www.luxonled.eu). Complete and accurate data are required for the claim to be accepted.
4. After initial verification, the Product must be delivered to the Guarantor's address: **Luxon Sp. z o.o., ul. Kwiatowa 45, 55-330 Krępice, Poland**, at the Buyer's expense, in a complete and secured condition, with a description of the defect and proof of purchase attached.
5. Making the Product available at the installation site is possible only with prior written consent of the Guarantor.
6. The Guarantor – at its sole discretion – will either repair the defect, replace the Product with a new one, or refund the purchase price (if repair/replacement is impossible or unjustified).
7. The repair will be performed within 14 working days from the delivery of the Product to the Guarantor; in special cases, this period may be extended upon prior notice to the Buyer.
8. After repair, the Product shall be collected from the Guarantor or returned to the Buyer's address at the Guarantor's expense.
9. Warranty repairs may be carried out only by the Guarantor or a service center authorized by the Guarantor.
10. The warranty period is extended by the time during which the Buyer could not use the Product due to the defect.
11. Failure of individual light sources (LEDs) shall not constitute a material defect within the meaning of Art. 581 §1 of the Polish Civil Code; the warranty period is extended only for the downtime period. If the Guarantor replaces a part of the Product, the warranty period for that part begins anew.
12. If replacement with a new Product is impossible or significantly difficult (e.g., discontinued production), the Guarantor may refund the price or replace it with a model of equal or better specifications.
13. The warranty applies only to Products installed in accordance with the Complete Documentation (electrical parameters, environmental conditions, standards, etc.).
14. A decrease in luminous flux of up to 20% and up to 10% defective LED diodes (LxBy) during the warranty period shall not be considered a defect.
15. Permissible tolerances for luminous flux, power, and CCT:  $\pm 7\%$  – do not constitute a defect.
16. The warranty does not cover responsibility for installation, access provision, or any damage and costs incurred by the Buyer, including disassembly or reinstallation.
17. The Guarantor is not liable for defects caused by improper handling, misuse, storage, transport, force majeure, or other causes beyond the Guarantor's control.
18. Warranty rights are lost in particular due to unauthorized repairs/modifications or tampering with warranty seals.
19. The Guarantor shall not be liable for delays if its operations are disrupted by force majeure or other unforeseeable events.
20. Failure to provide access to or delivery of the Product in accordance with these GWT releases the Guarantor from liability.



21. For matters not regulated herein, the provisions of the Polish Civil Code and the Guarantor's General Terms of Sale shall apply.
22. The warranty excludes the Buyer's rights under statutory warranty (rękojmia) for defects.
23. The warranty is valid only together with the Sales Agreement and invoice.

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### **III. Rules for Batteries (Backup Batteries) and Emergency Operation**

1. The warranty period for batteries shall be in accordance with the Offer/Specification; if not otherwise stated – 12 months (consumable item).
2. **Battery storage:** must be in dry, ventilated rooms, at temperatures compliant with the documentation. For storage periods exceeding 3 months, periodic recharging shall be performed according to the manufacturer's instructions.
3. For luminaires used in emergency mode, an **Emergency Lighting Operation Log** compliant with PN-EN 50172 must be kept and stored. Functional and full tests shall be performed and recorded in accordance with this standard. (Good market practice.)
4. Deep discharge, prolonged storage without recharging, or operation under conditions inconsistent with the documentation exclude warranty liability for the battery.

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### **IV. Warranty Claims – Address and Logistics**

**Service address:** Luxon Sp. z o.o., ul. Kwiatowa 45, 55-330 Krępice, Poland.

Delivery to the Guarantor is at the Buyer's expense; return shipment after repair is at the Guarantor's expense.

Claims must be submitted exclusively via the online form available on the Guarantor's website. Complete information is required for the claim to be processed.

