

# Extended Warranty Terms and Conditions - EMEA

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## **FEILO SYLVANIA EXTENDED WARRANTY POLICY (EMEA) – LUMINAIRE PRODUCTS**

## Introduction

This Extended Warranty Terms and Conditions (hereinafter: "**Extended Warranty**") outlines the terms and conditions for the extended warranty coverage provided by Feilo Sylvania International Group Kft. (22 Népfürdő utca, H-1138 Budapest, Hungary) (referred to as "**Feilo Sylvania**") on its luminaires as manufacturer warranty. This Extended Warranty is applicable to all customers who directly purchase the extended warranty coverage for their luminaire products ("**Products**") from the mentioned Feilo Sylvania International Group Kft. or any of its affiliates registered and operating in the geographical scope of this Policy ("**Purchaser**"). Feilo Sylvania provides this warranty for its Purchasers according to the terms applicable in the country of the seller affiliate of Feilo Sylvania.

## Statement of Limited Extended Warranty

This Extended Warranty coverage commences from the day after the expiration date of the Standard Warranty of the Product and expires on the last day of the particular extended warranty period purchased.

**Unless otherwise indicated in the respective product specification, the maximum Warranty Period inclusive of any Extended Warranty period is the following for each relevant product range:**

These Extended Warranty terms and conditions do not supersede your Standard current Terms



and Conditions of your Product. A copy of the Feilo Sylvania General Warranty Terms and Conditions of your Product is available for download from our Feilo Sylvania Online Warranty page:

<https://www.sylvania-lighting.com/en-int/warranty/warranties/>

The geographical coverage of this Extended Warranty shall be the following countries: Albania, Andorra, Armenia, Austria, Azerbaijan, Belarus, Belgium, Bosnia and Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Georgia, Germany, Greece, Hungary, Iceland, Ireland, Italy, Kazakhstan, Kosovo, Latvia, Liechtenstein, Lithuania, Luxembourg, Malta, Moldova, Monaco, Montenegro, Netherlands, North Macedonia, Norway, Poland, Portugal, Romania, Russia, San Marino, Serbia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Ukraine, United Kingdom, Kuwait, Qatar, Saudi-Arabia, Turkey, United Arab Emirates.

Feilo Sylvania reserves the right to extend the coverage of the Extended Warranty to any customer outside the above-listed countries through written communication for the purpose of the individual

sale or service commissioning deal.

Feilo Sylvania warrants the Product against any material or workmanship defects, given that such issues arises during the proper usage of the Product in accordance with the instructions outlined in the User's Manual. This Extended Warranty does not cover any faults, mistakes, errors, negligent or reckless acts or omissions, misuse, abuse, or damage to the Product caused by the Purchaser during the Extended Warranty Period.

### **Terms Definition**

**“Feilo Sylvania”** means Feilo Sylvania International Group Kft.

**“Product(s)”** means the products of Feilo Sylvania.

**“Purchaser”** means a customer, who is the first purchaser of the Product holding a valid official sales confirmation invoice issued by Feilo Sylvania or any affiliate in the geographical scope of the Policy.

**“Extended Warranty”** means these present extended warranty policy and terms of conditions.

**“Extended Warranty Period”** refers to an additional duration beyond the standard warranty coverage offered for a Product.

**“Standard Warranty Period”** means the general warranty period linked in this Extended Warranty and as such available online on the official website of Feilo Sylvania on the day of first commercial purchase from a Feilo Sylvania affiliate.

### **How to obtain Extended Warranty Service Package**

Purchaser must buy the Extended Warranty Service Package when placing the order for the associated Feilo Sylvania Product.

Service will only be provided when the following conditions are fulfilled:

- a) Proof of purchase (a copy of the original sales receipt or invoice) is provided.
- b) Conditions of the Extended Warranty have been adhered to.

### **Feilo Sylvania Luminaires Extended Warranty**

Feilo Sylvania warrants that each Product will be free from defects in material and workmanship during the Extended Warranty Period subject to the terms and conditions set forth herein.

The Extended Warranty Period starts on the expiration date of the Standard Warranty Period.

The Warranty only applies to the Products subject to the following cumulative conditions:

- The Product was purchased on or after 1 March 2024;
- The Product has been used in accordance with the given Product and application specifications (data sheets) and has been installed and put into service in a professional manner (according to the installation instructions enclosed with the Product or available on [www.feilosylvania.com](http://www.feilosylvania.com) or upon request from Feilo Sylvania);
- Temperature and voltage limits must not be exceeded;
- The Product must not be exposed to any mechanical stresses and strains that are not in accordance with its intended purpose and/or chemical environment;
- The Customer has duly paid for the Product in compliance with the payment terms agreed in the sales agreement;
- The defect, once it has been duly specified and its nature and scale have been duly shown by

- the Customer, is reported in writing to Feilo Sylvania within thirty (30) days from its discovery;
- The Product must not have been modified or altered;
  - The Product has been installed by a professional qualified installer; and
  - The Product has been installed with a compatible control system where applicable.
  - Standard luminous flux, performance figures, lifespan data and warranty period are declared for an average ambient operating temperature of 25°C if not declared otherwise on the product data sheet.
  - Is valid only if the date of the purchase can be verified by the production of a valid sales invoice.
  - Is valid only if the goods are returned against a pre-authorized RMA number (obtainable by contacting customer services) and original proof of purchase at the point of raising a claim.
  - The longevity of the luminaires' performance, varying based on the luminaire type, is guaranteed for either 30,000 or 50,000 operational hours.

Unless otherwise agreed these conditions above apply to all products

### **LED Products**

The Extended Warranty for LED Products only covers LED Product failures that are caused by proven defects in material or workmanship.

### **How to make a warranty claim**

To make a warranty claim, the Purchaser shall notify and return the defective Product to its local Feilo Sylvania office during the Extended Warranty Period. All claims must be made in writing by email to the Purchaser's local Feilo Sylvania office within 30 days after discovery.

The Customer will be required to provide a documented record of the installation date, and installation location of the Product and the claimed failure. Furthermore, receipt, invoice or other proof of purchase will be requested to accredit the Product 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, for any reason, the defective Product cannot be returned, Feilo Sylvania may require that one of its representatives be given access to the installation in order to, carry out the necessary quality inspections to determine the claimed failure cause. Alternatively, and in order to help Feilo Sylvania determine whether the Extended Warranty applies, Feilo Sylvania reserves the right to request that its Purchaser provide their incident log book showing proven defects on the basis of which they wish the Extended Warranty to apply or any other elements that would support their warranty claim.

If the above mentioned documents, information and access provided by the Purchaser are not sufficient to enable Feilo Sylvania to confirm the validity of the warranty claim, Feilo Sylvania reserves the right to ask the Purchaser to provide additional documents, information and access or anything else as may be required by Feilo Sylvania.

### **Implementation of the warranty**

Where a warranty claim is justified:

- Feilo Sylvania will, at its discretion, repair or replace **ONLY** the defective Product or reimburse the Purchaser the Product purchase price.

- The replacement Product will offer the same specifications as the original Product wherever possible. In case the defective Product is no longer available in Feilo Sylvania's portfolio, it will be replaced by the most similar product. Replaced Products or replaced parts of the Product shall be covered under the initial Warranty for the remainder of the applicable warranty period for the Product that is replaced.
- Feilo Sylvania will bear all reasonable expenses for the transportation or freight for the return of the defective Product and shipment of the replacement Product.
- In the event Feilo Sylvania replaces any Product(s), Product(s) will be covered by the Extended Warranty for the remaining period of the Extended Warranty relating to the original Products supplied.
- However Feilo Sylvania will not bear any other additional costs. For the avoidance of doubt, Feilo Sylvania will not bear any costs incurred by the removal of the defective Product and reinstallation of the repaired or replacement Product (or any labour costs).

Where a claim is not justified under this Extended Warranty Feilo Sylvania may charge the Purchaser for testing and handling (including transportation and site visits) costs associated with Products that are not found to be defective.

### **Exclusions of the Extended Warranty service**

This Extended Warranty does NOT cover the following:

- Defective Product caused by modifications, alterations, 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 resulting from the Product's malfunction).
- All parts subject to wear and tear, such as mechanical parts and fans used for active heat dissipation in products with LED sources.
- Software defects, bugs or viruses.
- All batteries in devices including those in standalone emergency luminaires
- All non LED products unless otherwise agreed by Feilo Sylvania

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

With respect to products sold to the Purchaser but not bearing Feilo Sylvania's name or brands, Feilo Sylvania does not provide 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 Extended Warranty are the only warranties given by Feilo Sylvania with respect to the Product to the extent permitted by law, and are given in lieu of all other warranties including statutory warranties, whether express or implied.

## Miscellaneous

This Extended Warranty is effective as of 1 March 2024, and replaces any former warranty policy for Feilo Sylvania luminaires.

If any provision of this Extended Warranty is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Extended Warranty, and the remainder of the provision in question shall not be affected.

Any dispute or claim arising out of or in connection with this Extended Warranty shall be governed by, and construed in accordance with the governing law of the Terms and Conditions of Sale of Feilo Sylvania relevant for the given geography. Exception should be applied in case Feilo Sylvania sells directly to a consumer, and the relevant consumer law specifies another mandatory governing law an/or exclusive jurisdiction for the case.