

5 YEAR LIMITED WARRANTY

- 1- Lumino Distribution Limited ("Lumino") warrants that it's Lumino branded products ("Products") are free from manufacturing and/or defects in materials, and will remain so for a period of 5 years from the invoice date provided that the Products are used in compliance with their intended use, and subject to the terms of this warranty.
- 2- This warranty ("Warranty") is given by Lumino to the customer invoiced ("Customer") on the majority of (but not all) standard Products included on the Lumino website. Customers should check the up-to-date list of products covered by the Warranty. The list of products covered by the Warranty may change from time to time and is available online at www.lumino.co.uk or may be obtained from Lumino on request.
- 3- The Warranty shall be enabled only if the Customer registers the full details of the Product installation and the date of the invoice and order on the website form at www.lumino.co.uk within 30 days from invoice date. Should the enabling procedure not be completed, or the particular Product is not covered by the Warranty, the warranty stated in Lumino's standard Terms & Conditions shall apply, in place of this Warranty.
- 4- The Warranty shall only be effective subject to the following conditions:
 - a- the Products are used in compliance with the relevant specifications on the Products and the relevant use (technical specifications).
 - b- Any installation and/or assembly work is carried out by qualified electrical installers on the Product in compliance with local regulations and with Lumino's installation instructions.
 - c- Temperature and voltage limit values are not exceeded and the Product is not subjected to mechanical loads which do not comply with its intended use.
 - d- As concerns electronic control gear, the Product is installed with lamps compliant with the relevant IEC specifications in force on the date of installation.
 - e- The Product is maintained by qualified electricians in compliance with any instructions accompanying the Product. The Product shall not be changed/repaired either without written authorisation from Lumino or not in compliance with the instructions accompanying the Product.
 - f- (in the case of Products rated as IP64 or higher against ingress of water/moisture only) the provisions of clause 9 are complied with.
 - g- The Customer has previously carried out all first-level interventions as outlined in the instruction manual accompanying the Product.
 - h- The defective Product is stored by the Customer in its defective state (light source included) for the time required by Lumino to carry out the necessary checks on the reported defects/faults.
 - i- As concerns power-supply components and Products with LEDs, the 5-year Warranty shall cover a maximum of up to 22,000 hours of use (i.e. 12 hours of operation every day): [within said limits the Warranty shall be valid for defects higher than the nominal defect rate of 0.2% per 1000 hours of use,] except as otherwise stated in the technical specifications on the Product and its components and use.
 - j- Upon making any claim under this Warranty, the Customer shall submit to Lumino the purchase agreement, the corresponding invoice together with any documentation issued following the on-line registration.
 - k- The defect - once it has been duly specified and its nature and scale have been duly shown - is reported in writing by the Customer to Lumino within thirty (30) days from its discovery. Failure to report the defect within the specified time period shall invalidate the Warranty.
 - l- The Customer has duly paid for the Product in compliance with the payment terms agreed in the sales agreement.
 - m- The Products supplied are installed in accordance with the regulations and requirements of that particular country. It is the responsibility of the installer to verify that the Products meet the regulations and requirements prior to being installed.
- 5- The Warranty does not cover:
 - a. Product defects due to unforeseen and unforeseeable events, (which shall include but not exclusively) accidental circumstances and/or force majeure (including electrostatic discharge, lightning) that cannot be ascribed to a defective manufacturing process of the Product.
 - b. Defects caused by power disturbances (surges) of range or duration superior to:
 - 1000 V between conductor and conductor (line and neutral)
 - 2000 V between conductor and ground (line/neutral to earth)
 - In accordance with IEC 61000-4-5:2005-11
- 6- Should the Product be affected by defects covered by this Warranty and provided that the conditions under paragraphs 4 and 5 above are met, Lumino shall at its absolute discretion either to repair or replace the Product with the same or an equivalent product - subject to the technological progress that has taken place from the release of the original Product.
- 7- For the avoidance of doubt, and without prejudice to the foregoing this Warranty shall not cover:
 - a- any extra costs resulting from any work needed to repair the defect (e.g. costs incurred to assemble/disassemble the Product or to transport the defective/repaired/new Product, or expenses incurred for storage, disposal, allowances, travel, lifting devices and scaffolding). Said costs shall be charged to the Customer.
 - b- All parts subject to wear and tear such as light sources (LEDs excluded), batteries and mechanical parts subject to wear and tear as well as software defects, bugs or viruses.
 - c- Products not manufactured by Lumino and/or distributed by Lumino under any brand name other than Lumino.
 - d- All drivers, power supplies and dimming products.
- 8 Outdoor products are manufactured by innovative manufacturing processes which ensure their high quality in terms of colourfastness as well as resistance to corrosion, scratches and scaling. Said Products are covered by this Warranty as long as the defects, if any, affect their structural/mechanical safety and result from a defective Product manufacturing process.
- 9 All Products which are rated against ingress of water/moisture from IP64 or higher must be inspected at the correct service intervals and a copy of the report forwarded to Lumino at that time for our records. Failure to comply with this will invalidate the Warranty. Any repair, maintenance or rectifications to the product prior to this will void the Warranty. All costs associated with this are to be borne by the Customer. The first Report must be carried out prior to the first year anniversary of the Product invoice date. arranging servicing is the responsibility of the Customer. Subsequent reports must be carried out and a copy sent to Lumino annually during the 5 year Warranty period.
- 10- This Warranty does not apply to Light Management Systems, although a separate warranty may be available on application.
- 11- If duly enabled and applicable to the Product, this Warranty constitutes the sole and exclusive form of warranty relating to the Product. All terms, conditions, warranties implied by statute or common law, or contained in terms and conditions of sale relating to the Products and
 - (i) the correspondence of the Products with their description; and/or
 - (ii) the quality of the Products
 - (iii) the fitness of the Products for any purpose whatsoever (whether made known to Lumino or not) are excluded to the fullest extent permitted by law provided that nothing in this Warranty attempts to exclude liability for personal injury or death or fraud or fraudulent misrepresentation.
- 12- The Customer shall claim no further rights from Lumino in relation to the defective Product. In particular, the Customer may not claim from Lumino any expenses incurred in storing the defective/faulty Product nor any other costs and/or compensation. Moreover the Customer shall not request and/or claim any payment extensions, price reductions or the termination of the supply contract.
- 13- Where the Customer is a wholesale purchaser of Products, the Customer shall on one occasion only be permitted to assign the benefit of his Warranty to the installer of the Product, with the prior written consent of Lumino (such consent not to be unreasonably withheld or delayed). Save as provided above, the Customer shall not be permitted to assign the benefit of this Warranty.