

CUSTOMER/ COMPANY: \_\_\_\_\_

**1: Warranty Period:**

All LED products sold, will carry a Warranty for three years, (unless specified otherwise) from date of Invoice or date of Signature on this Warranty Certificate. Provided that the products are still owned and operated by the original purchaser invoiced by The Lamphouse LED Solutions (Pty) Ltd. Should ownership of the LED Products transfer, The Lamphouse LED Solutions (Pty) Ltd must then be advised in writing within 10 working days from date, of Transfer of the Ownership

**2: In the event of a claim:**

Kindly advise your supplier by written email describing details of the claim, & providing:

- proof of purchase (Tax Invoice)
- copy of signed warranty certificate
- completion & submitting of Warranty Claim Form (Including Service Level Agreement & Non Service Level Agreement purchases.)

**3: Definition of a Defective Lamp:**

If a product supplied fails to work to a minimum of 90% of its rated output for a period of up to 30,000 (thirty thousand) hours and/or the lamp does not turn on and/or the lamp flickers it is deemed to have failed under the terms of this warranty.

This to have been the result of faulty or defective components within the product, & not due to physical damage and or damage caused by faulty fittings or any components thereof, or due to any electrical supply issues or any electrical infrastructure deemed to be not up to standard or code.

**4: Activation of Warranty:**

-Warranty will activate immediately upon signature of this Warranty Certificate, or from date of Invoice supplied by The Lamphouse LED Solutions (Pty) Ltd to the Customer, or whichever occurs first

Any variance to this, must agreed upon by all parties & confirmed via a signed amendment to this Warranty Certificate.

-The customer must immediately advise their relevant insurance providers, to inform them of the newly supplied & or installed LED products, & ensure that these LED products supplied are adequately covered by their insurance policy.

-If Customer is on a The Lamphouse LED Solutions (Pty) Ltd Payment Plan, should any damage, theft or loss occur on the premises or facility, which results in the LED Products being damaged or any loss thereof, this occurrence must in no way prevent or delay payment to The Lamphouse LED Solutions (Pty) Ltd for the LED Products provided, or installed.

**5: What is covered:**

-During the warranty period as specified above The Lamphouse LED Solutions (Pty) Ltd will assist the customer with the Warranty Claim process with the respective product manufacturer. Most manufacturers repair first, or, if not repairable, replace, any defective product at the manufacturers sole discretion. Prior to supplying or repairing any replacement product, it is the responsibility of the claimant to supply all relevant documentation as set out in Point 2 above. All replacement product costs & component costs are for the account of the manufacturer and/ or Lamphouse LED Solutions (Pty) Ltd

**6: What is not covered:**

- a) LED products failing due to Faulty installation, faulty electrical infrastructure, Generators being used without Surge protection.
- b) Performance not below 90% of rated output after 3 years (unless otherwise stipulated) after date of Lamphouse LED Solutions (Pty) Ltd Invoice.
- c) **Excessive power surges caused as a result of internal electrical component failure or as a direct result of load-shedding**, insufficient Power Factor control, irregular harmonics caused by existing infrastructure, or any physical damage to the product. An Option for Power Metering is always recommended & offered in all Proposals and or Quotations, & is for the account of the Customer.
- d) Lifting equipment and or Labour to remove faulty product
- e) Act of God / Force Majeure
- f) Any damage caused by the failure of any supporting hardware not supplied by Lamphouse LED Solutions (Pty) Ltd
- g) Any & All Installation and/or re-installation costs
- h) Shipping costs, Freight costs or any Delivery costs incurred in returning product back to The Lamphouse LED Solutions (Pty) Ltd. For Credit Request or Warranty Claim
- i) Any Floodlights operating more than 12 hours per day.
- k) Batteries used in Emergency back-up fixtures & control gear.

**7: This warranty does not apply:**

To any failure of product due to alterations, modifications, misuse, abuse, neglect, accident, improper maintenance or installation, use of parts not supplied by The Lamphouse LED Solutions (Pty) Ltd, failure to operate and use the product in accordance with SABS electrical wiring standards.

**8: Procedure for Requesting a Replacement under this Warranty:**  
 In the event of a problem covered under this warranty, the customer must first contact:  
 Lamphouse LED Solutions (Pty) Ltd, to assist the customer to facilitate a Warranty Claims process with the relevant manufacturer.  
 Provided that the products(s) are returned, freight pre-paid, to the immediate supplying party and or The Lamphouse LED Solutions (Pty) Ltd. Any payments due from the Purchaser shall be payable in full prior to Lamphouse LED Solutions (Pty) Ltd prior to despatch of any repair or replacement lamp. Any product being returned to Lamphouse LED Solutions (Pty) Ltd for repair or replacement must be adequately packaged to prevent damage.  
 Completion & submitting of Warranty Claim Form (Including Service Level Agreement & Non Service Level Agreement purchases.)

**9: Right to Modify:**  
 The Lamphouse LED Solutions (Pty) Ltd reserves the right to make changes & or improvements to its products, without incurring any obligations to advise any further parties or customers.

**10:** The Warranty set forth above is in lieu of all other Warranties, express or implied, including but not limited to any implied warranty of merchantability or fitness for a particular purpose. In no event shall The Lamphouse LED Solutions (Pty) Ltd be liable for any incidental or consequential damages with respect to the products supplied or any subsequent use thereof

**11: Limitation of Liability:**  
 The Lamphouse LED Solutions (Pty) Ltd shall not be liable for any loss, damages, or penalty resulting from failure to perform any of its obligations under this Agreement due to force majeure or any cause beyond its reasonable control.

**12:** The Lamphouse LED Solutions (Pty) Ltd liability under or for breach of this agreement shall not exceed the refund of the purchase price less reasonable rental for past use. In no event shall The Lamphouse LED Solutions (Pty) Ltd be liable for costs of procurement, freight, transport of substitute goods by the purchaser or for unauthorised repairs undertaken by the purchaser. with-out The Lamphouse LED Solutions (Pty) Ltd previous written approval in no event shall The Lamphouse LED Solutions (Pty) Ltd be liable for any special, consequential, or incidental damages, however caused, whether for breach of warranty, negligence, or otherwise. The Lamphouse LED Solutions (Pty) Ltd disclaims any obligation or liability for loss of use of the product warranted, loss of time, inconvenience, rental or substitute products, loss of business, loss of income, commercial loss or any other direct, consequential, special or incidental damages.

**13: Governing Law:**  
 Notwithstanding principles of conflicts of law of any jurisdiction to the contrary, all terms and provisions of this Agreement are to be construed and governed according to South African Law

**14: Exclusivity of Warranty:**  
 This warranty is the only warranty made by The Lamphouse LED Solutions (Pty) Ltd and may only be modified or amended by The Lamphouse LED Solutions (Pty) Ltd. The Lamphouse LED Solutions (Pty) Ltd sole and exclusive liability and Purchaser's sole and exclusive remedy under this warranty shall be, at The Lamphouse LED Solutions (Pty) Ltd option, to repair or replace any such defective products. These remedies are available only if The Lamphouse LED Solutions (Pty) Ltd examination of such products discloses to The Lamphouse LED Solutions (Pty) Ltd satisfaction that such defects actually exist and were not caused by Purchaser's misuse, abuse, neglect, improper installation, maintenance or testing, alterations or modifications, failure to meet manufacturer's specifications or any other cause beyond the range of normal usage, or by accident, fire or any other hazard. Repair or replacement of part does not extend the warranty period value of a product beyond the initial five-year limited warranty period from the date of delivery. With load-shedding a frequent part of our daily lives in RSA, many facilities are employing the use of back-up power supplies. Unfortunately, the use of back-up generators, will often lead to premature failures of LED lamps, luminaires & fixtures. This is due to known Voltage surges & fluctuations associated with generator supplies. With the loads/circuits not usually being split & separated between Equipment, Machinery & Lighting circuits, etc. When wiring up the generator to your DB, we strongly recommend to isolate your lighting circuits from the rest of your electrical circuits, to ensure that your new LED lighting is not affected.  
 Any Failures of LED products due to the lighting not being on an independent circuit, will unfortunately void any warranty claims.

**15: Deviation**  
 Any deviation or variance to any or all of this document, must be agreed upon by all parties & thus confirmed, via a signed amendment to this Warranty Certificate.

**16: Claim from Manufacturer**  
 Please note that the respective product manufacturer is the sole holder of the Warranty.  
 Lamphouse LED Solutions (Pty) Ltd is only a reseller of product, but will assist in the facilitating of the Warranty Claim process with the relevant manufacturer. Lamphouse LED Solutions (Pty) Ltd is entirely governed by the manufacturers respective Terms, Conditions & Warranty Claims processes, Procedures & Protocols.  
 Lamphouse LED Solutions (Pty) Ltd does not have the authority to circumvent the manufacturers claim processes, nor provide comment on the manufacturers behalf.

<b>Authorised Representative :</b>		<b>Date :</b>	
<b>Signature:</b>		<b>The Lamphouse LED Solutions Representative :</b>	