WARRANTY AND CLAIMS POLICY – AVA LIGHT

Effective as of the date of publication

1. General Provisions

1.1. This document sets out the terms and conditions of the warranty and the procedure for submitting and handling claims concerning products offered by AVA Light Sp. z o.o.

1.2. The warranty is available to business customers who have purchased products directly from AVA Light or from its authorised business partners.

1.3. These terms and conditions govern the warranty provided by AVA Light and do not exclude or limit any rights of the customer arising from mandatory provisions of applicable law or separate contractual agreements.

2. Scope and Warranty Period

2.1. The standard warranty period is 24 months from the date of sale of the product, unless otherwise specified in the technical documentation or an individual commercial agreement.

2.2. The warranty covers defects arising from causes inherent in the product, in particular material and manufacturing defects identified during proper use.

2.3. The warranty does not cover:

- mechanical damage occurring after the product has been handed over;
- damage occurring during transport, loading, unloading or transshipment, which is subject to a separate transport damage reporting procedure;
- damage resulting from improper installation, connection or use;
- damage caused by weather conditions, moisture, corrosion, power surges or electrical supply failures;

- products that have been modified, cut or installed in incompatible systems, where such modifications or installations have contributed to the defect.

2.4. The warranty is valid only if the product has been used for its intended purpose and installed in accordance with AVA Light's technical documentation.

2.5. For project-based solutions using AVA Light components, the warranty applies in accordance with the relevant technical documentation and individual commercial arrangements.

3. Submitting and Handling Claims

3.1. Warranty claims concerning product defects must be submitted by email to:

info@avalight.pl

The claim must include:

- the name and quantity of the products concerned;
- the purchase document number (invoice number);
- a detailed description of the identified defect or malfunction;
- photographic evidence of the product;
- information about the conditions of use and installation, where relevant to the assessment of the claim.

3.2. AVA Light reserves the right to request that the claimed product be returned for inspection or to carry out a technical assessment at the installation site.

3.3. Following verification, if a warranty claim is accepted as justified, AVA Light may:

- repair the product;
- replace the product with a new one;
- propose another solution agreed upon with the customer.

3.4. Warranty claims are processed within 14 business days of receipt of a complete claim, subject to applicable mandatory legal requirements.

3.5. Until the warranty claim procedure has been completed, AVA Light shall not be liable for any interruptions in the operation of systems in which the claimed components have been used, subject to mandatory provisions of applicable law.

3.6. Reports concerning damage occurring during transport are not handled under the standard warranty claims procedure. They are subject to the separate procedure described in Section 4.

4. Delivery Inspection and Transport Damage Reporting Procedure

4.1. Obligation to Inspect Deliveries

The customer is required to inspect the external condition of the shipment upon delivery, before confirming receipt without reservations.

The inspection should include, in particular:

- the condition of the outer packaging;
- any dents, cracks, tears or crushed areas on the packaging;
- signs of opening, tampering with the original packaging or resealing;
- any additional tape, labels or protective materials applied by the carrier;
- any other signs that may indicate damage to or interference with the shipment during transport.

4.2. Damaged or Tampered Packaging

If any damage to the packaging, signs of opening, resealing with the carrier's tape or other irregularities are identified, the customer is required to:

- report the irregularities to the courier upon delivery;
- request that a damage report be prepared by the carrier;
- ensure that the report accurately describes the condition of the packaging and any irregularities identified;
- take photographs of the packaging, shipping label and visible damage;

- inspect the contents of the shipment, where possible in the presence of the courier, and ensure that any damage to the products is recorded in the damage report;
- notify AVA Light of the incident without undue delay.

The mere observation that a shipment has arrived with additional carrier tape or damaged packaging does not replace the requirement to prepare proper damage documentation.

4.3. Acceptance of Shipments Without Reservations

If the packaging shows visible signs of damage, tampering or resealing, the customer should not confirm receipt of the shipment without reservations.

Accepting a shipment with visible damage without reporting the irregularities and preparing appropriate documentation may make it difficult or impossible to effectively pursue claims against the carrier.

The absence of a damage report or other relevant documentation may affect the assessment of a claim; however, it does not automatically exclude the possibility of pursuing claims in circumstances permitted by applicable law.

4.4. Hidden Damage

If damage to the product could not reasonably have been identified during delivery and is discovered only after the shipment has been opened, the customer is required to:

- report the damage to the carrier without undue delay;
- request that a damage report be prepared;
- take photographs of the damaged product, outer packaging and internal protective materials;
- retain the original packaging and all protective materials until the investigation has been completed;
- notify AVA Light of the incident.

For shipments subject to the Polish Transport Law Act (Prawo przewozowe), Article 74(3) requires the recipient to notify the carrier of damage not visible externally without undue delay and no later than 7 days after receipt of the shipment.

4.5. Procedure for Reporting Damage to the Carrier

Damage occurring during transport must be reported to the carrier in accordance with the relevant carrier's claims procedure.

If the transport contract was concluded by the customer, the customer must submit the claim directly to the carrier.

If the transport contract was concluded by AVA Light, the customer is required to promptly provide AVA Light with all information and documentation necessary to report the damage and cooperate in clarifying the circumstances of the incident.

4.6. Distinction Between Transport Damage and Manufacturing Defects

Mechanical damage occurring during transport does not constitute a manufacturing defect and is not covered by the standard warranty claims procedure.

This includes, in particular:

- bent or deformed profiles;
- cracked, broken or scratched components;
- damaged diffusers and accessories;
- missing components, where their absence results from interference with the shipment during transport;
- damage indicating improper handling of the shipment during carriage.

Such cases require separate investigation and documentation as potential transport damage.

4.7. Liability for Transport Damage

Transport damage is assessed in accordance with the applicable delivery terms, transport contract and relevant provisions of law.

AVA Light does not automatically classify transport damage as a product defect and does not automatically replace damaged components under the manufacturer's warranty.

Each case is assessed individually, taking into account the circumstances of delivery, the available damage documentation and the applicable legal rules governing liability.

4.8. Failure to Provide Damage Documentation

If visible damage to the packaging is not reported to the carrier upon delivery, the required documentation is not provided, or the customer fails to take the necessary steps to report the damage to the carrier, AVA Light reserves the right to refuse to classify the report as a warranty claim where the reported issue concerns transport damage.

This provision does not exclude any rights of the customer arising from mandatory provisions of applicable law.

5. Logistics and Returns Related to Claims

5.1. Until a warranty claim has been accepted, the cost of returning the claimed product to AVA Light shall be borne by the customer, unless otherwise required by applicable law or agreed individually.

5.2. If a warranty claim is accepted as justified, AVA Light shall bear the cost of shipping the repaired or replacement product to the customer, subject to applicable legal requirements.

5.3. Products of considerable size or products covered by an onsite warranty (if such warranty has been granted) may be handled under individually agreed terms.

5.4. Transport costs related to damage occurring during carriage are assessed separately, in accordance with the delivery terms, transport contract and applicable law.

6. Limitations of Liability

6.1. AVA Light shall not be liable for indirect damage, financial losses, costs related to dismantling or temporary replacement installations, or losses resulting from downtime of systems in which the claimed products have been used, subject to mandatory provisions of applicable law.

6.2. Unauthorised interference with the product's construction, including repairs, modifications or replacement of components, may result in the loss of warranty rights to the extent that such interference has contributed to the occurrence or extent of the defect.

6.3. The warranty does not cover products used under conditions that deviate from the technical standards specified in the relevant technical documentation.

7. Final Provisions

7.1. These Warranty and Claims Terms and Conditions form an integral part of AVA Light's General Terms and Conditions of Cooperation, provided that they have been validly incorporated into the contractual relationship.

7.2. AVA Light reserves the right to amend this document. Any amended terms shall apply to customers in accordance with the contractual arrangements and applicable law.

7.3. Any matters not covered by this document shall be governed by the relevant provisions of the Polish Civil Code, the Polish Transport Law Act and other applicable legal regulations.