

BUCK doo, Milorada Jovanovica 9, 11147 Belgrade, P.O. Box 2, Serbia (Manufacturer) provides for interior and exterior luminaires the following

## **5 Year Manufacturer's Warranty for BUCK Products**

1. We warrant to the Customer that the products manufactured by BUCK and shipped to the Customer under the BUCK brand, is free from any defects in material and workmanship, in accordance with the conditions set out below. If BUCK determines that the claim is covered by this warranty, BUCK shall remedy any such defects, claimed in this respect, within the warranty period of 5 (five) years from the invoice date of the original purchase from BUCK. This warranty is only valid for products sold in Europe. In other regions, other conditions may apply.
2. The warranty applies exclusively under conditions that the products are installed, used and maintained in accordance with the technical specifications indicated on the product marking, with the instructions provided with the product (installation instructions, data sheets, product leaflets, etc.) and with the standards in force. The product must not be exposed to any mechanical and/or chemical stress or strain that is not in accordance with its intended purpose. No agent, distributor or dealer is authorized to change, modify or extend the terms of this warranty on behalf of BUCK.
3. The warranty covers faults in material, design or manufacturing and applies to the entire product, excluding conventional illuminants/ lamps, batteries, starters and other wear and tear parts and consumables. Nominal failure rate of 0.2 %/ 1,000 operating hours in case of electronic components (such as electronic control gear and LED) is permissible and does not fall under the warranty. During the Warranty Period and subject to all conditions and limitations contained in this warranty, the luminous flux will be maintained at a level mentioned in the relevant datasheet for the subject product. In a new LED module, light flux and performance are subject to a tolerance of +/- 10%. Due to technical progress and to change in the luminous flux and light color of products, that is caused by their use, subsequent deliveries of LED modules may have light properties deviating from those of the original products.
4. This warranty is subject to verifiable compliance with the following terms and conditions:
  - The products are installed, used and maintained in accordance with the technical specifications indicated on the product marking (temperature and voltage limits must not be exceeded), with the instructions provided with the product and with the standard in force, and the product does not show any damage or signs of wear caused by any use deviation.
  - The products have not been altered or treated in any way that is not previously authorized by BUCK in writing; the product must not be exposed to any mechanical and/or chemical stresses or strains that are not in accordance with its intended purpose.

# BUCK

- No modifications deviating from the product's condition and form at delivery (e.g. exchange of electronic control gear for third-party electronic control gear, fitting of control components) are permissible, and installation must be carried out exclusively by technically qualified personnel in accordance with the assembly instructions.
- The products built according to the Customer's specifications (customized products) and commodity goods (goods without label/brand "BUCK" defined for resale) are hereby excluded.
- Illuminants/ lamps must conform to the standards applicable to them, and only lamps explicitly designated for use (identification plate, assembly instructions) may be used.
- Extreme ambient conditions, such as coastal areas, shall be subject to a written agreement with the manufacturer prior to installation. Only with such an agreement can a warranty be provided for such areas.

5. The warranty shall be honored in such a manner that, in BUCK's sole discretion, the product or the faulty components thereof shall be repaired at the Customer's location or be replaced by identical or equivalent replacement products. BUCK representatives shall be granted the right to access the claimed defective product prior to its disassembly and to power grid to which the product was connected for verification. In the case of repair or replacement, BUCK reserves the right to deviate from the original product by reason of technical progress, and to make minor justifiable deviation in respect of the design and the features of the product. A warranty on the replacement products and/ or parts shall be provided for the residual warranty period, subject to these terms and conditions. In particular, the warranty does not cover and BUCK is not liable for: loss caused by breakage, loss of profit, any other indirect or direct consequential loss, expenditure incurred in vain, fitting and dismantling costs, the cost of auxiliary resources for exchanging etc.

6. In case of warranty claim the Customer should notify BUCK of a possible claim in writing within thirty (30) calendar days from discovery of the defect or damage, for timely valid expertise. In any event it should be within the Warranty Period, and to give in such notification the details of the defect or damage, including without limitation:
- Name, type, model and serial numbers of the defective products;
  - Copy of the invoice and installation date;
  - Detailed problem description;
  - Environment circumstances under which the products have been used.

The Customer may only ship a claimed product back to BUCK if BUCK has issued an RMA (Return Material Authorization) for that product. In case of defective products determined as such by BUCK and determined by BUCK to be covered by this warranty, BUCK shall at its sole discretion repair or replace such products. If after issuance of an RMA, BUCK determines that the Customer has no warranty protection for the products shipped under the RMA, BUCK is entitled to charge the Customer the costs that it incurs in inspecting and transport of the products and determining whether it is eligible for warranty coverage. Non-conforming or defective products or parts shall become BUCK's property as soon as they have been replaced.

7. The warranty is not to be construed as giving rise to any other claims by the Customer against BUCK, including but not limited to any claims for damages. This warranty does not affect the Customer's contractual or statutory rights versus the specific seller.
8. The legal relations, interpretation and all the issues in connection with this warranty shall be governed by Serbian law. Any potential disputes regarding the warranty shall be settled by the Foreign Trade Arbitration at the Serbian Chamber of Commerce in Belgrade. The decision of this Arbitration shall be final and binding for both parties.
9. The warranty and its terms and conditions are effective and in force starting January 1st 2014. BUCK reserves the right to amend these conditions. Such amendments shall not affect pervious purchases, to which shall be applied Warranty provisions valid on the day of purchase.

The last revision of the Warranty was made on November 01<sup>st</sup> 2017.

Zoran Vasiljević, M. Sc. E. E.  
General manager

*Zoran Vasiljević*

