

OMS Rules of Complaint

1. General Regulations

- 1.1 These Rules of Complaint adjust all legal relationships between OMS, a.s., business address: 419, 906 02 Dojč, VAT No: 34 132 333, registered in the Commercial Register of the District Court in Trnava, section: Sa, insert No. 10718/T (hereinafter called the "Seller"), and its clients (hereinafter called the "Purchaser"), based on and in connection with asserting the right of the Purchaser to claim against the Seller regarding the quality and defects of a product sold by the Seller to the Purchaser (hereinafter called the "Product").
- 1.2 These Rules of Complaint adjusts the scope, conditions, and the method of determining the responsibility for a defect in a product (hereinafter called the "Claim"), and the method of performing guaranteed repairs and their conditions, resulting from any legal relationship arising between the Seller and the Purchaser based on a purchase agreement and/or confirmed purchase order sent by a purchaser.
- 1.3 By sending a purchase order, the Purchaser accepts the conditions stated in these Rules of Complaint, with which he has been acquainted beforehand through the website of the Seller (www.omslighting.com) and is in agreement with them.

2. Guarantee

- 2.1 Responsibility of the Seller for any defects is limited to the conditions stated in these Rules of Complaint. The Seller is not responsible for any damages and costs not mentioned in these Rules of Complaint.
- 2.2 The guarantee is not transferable and only the Purchaser can claim for a product.
- 2.3 The Seller standardly gives five (5) years guarantee for the functionality of LED luminaires, starting from the day of delivery, if not stated otherwise. ¹
- 2.4 These conditions are valid for standard products from the OMS portfolio as shown on the OMS website. These conditions are not applicable for products produced or modified according to the individual order or request of a Purchaser. The Seller guarantees a separate component sold by the Seller but manufactured by a producer other than the Seller for the maximum period defined by that producer.
- 2.5 The Seller guarantees the consumer components of the Product, sold as a part of the luminaire, e.g.: control unit, sensor, battery, surfaced finish (colour – 24 months), luminaire socket, plastic parts, optical parts, glass, foil, ignition, and light source dependent on the environmental conditions in the area of operation and operating hours for a maximum period of twelve (12) months from delivery.
- 2.6 The guarantee is applicable exclusively to defects of the Product caused by faults of material or design, or by erroneous manufacturing if the failure rate is higher than the average nominal failure rate. In the case of a defect of the electronic control system or components such LED module, the average failure rate is 0.2 % / 1000 hours of use if the nominal durability and the nominal failure rate of the electronic control system or the components is not defined differently in the specification of the Product or in the user specification (datasheet, product list, etc.).
- 2.7 The guarantee is applicable exclusively under the following conditions:
- a) The Product is used in accordance with the given specifications of the Product (especially depending upon the datasheet, product list, etc.)
 - b) The Product has been professionally installed and brought into operation in accordance with valid regulations and the enclosed installation manual
 - c) Tolerable limits for ambient temperature, relative humidity, and voltage have not been exceeded
- 2.8 The guarantee is not applicable in the following cases:
- a) If the defects of the Product are caused by natural wear, as a result of unfavourable climate, by damage caused during transportation, by maintenance, during storage, or due to other conditions beyond the immediate control of the Seller.
 - b) If the Product has been damaged by fire, general occurrence of Force Majeure, or Acts of God, by vandalism or civil unrest,
 - c) If the defect of the Product is caused by mechanical or other harm caused by the Purchaser or a third party.
 - d) If the Product is repaired, changed, or opened by the Purchaser or someone else other than a person authorised by the Seller.
 - e) If the Product has not been used in accordance with the given product specification and in accordance with normative requirements, e.g., if the ambient temperature exceeded the limits of the operation temperature etc.
 - f) If the Product has been electrically damaged by an unprofessional intervention, overstressed current, or by an electrostatic spark.
 - g) If the defect has been caused by the use of some components other than those recommended by the Seller, manufacturer, or supplier.
 - h) If the defect has been caused by incompatibility between the Product and installation environment, or by the use of some incompatible components when repairing the Product.
 - i) It is also not applicable for any mechanical parts subject to natural wear.
 - j) For any plastic parts (e.g., polycarbonate) which loose colour or become fragile as a result of the natural aging of the material.
 - k) For any change in colour as a result of natural changes in the material.
- 2.9 The guarantee is not applicable for any errors or failures of the Product already subject to repair or replacement, neither for the lowering of price resulting from the guarantee. In case the conditions for guarantee have been met, the guarantee period will not begin again.
- 2.10 The Seller is not responsible for any indirect or subsequent damage (e.g. the loss of profit or a project, downtimes).
- 2.11 Special guarantee conditions for LED products:
Installation and operation must be in accordance with the datasheet and the installation manual of the given Product. Unauthorised removal of LED modules and electronic components will result in termination of the guarantee. Due to technological development and changes to light output of products caused by their usage, adequate replacements for LED light sources may have different lighting parameters than the original Product.

¹ The length of the warranty is specified in the product data sheet.

- 2.12 The Seller continues the development of products during their lifecycle. Therefore, the Seller reserves the right to modify the materials, components, and technical parameters of luminaires without any previous notice.
- 2.13 The Seller is not responsible for any changes in the colour spectrum of LED luminaires. Any changes in the colour spectrum in LED luminaires during operation are a natural characteristic of LED technology and therefore not judged as defects covered by this guarantee.

3. Claim Procedure

- 3.1 Before making a Claim, the Purchaser is obliged to carefully check if defects are applicable for Claim as stated in these Rules of Complaint. In case of a repair outside of the guarantee, the Purchaser is obliged to seek information about the price of repair.
- 3.2 The Purchaser must inform the relevant salesperson from the Seller about each and every complaint. The Purchaser is obliged to fill in the Complaint Report, in which he fills in all mandatory fields describing precisely the defect and how it presents itself.²
- 3.3 The following documents must be enclosed to the complaint: serial number of reclaimed product, a copy of the invoice, Complaint Report, photographic evidence, and if requested, also the damaged luminaire. In this case, the Purchaser shall deliver the Claim product in the proper packing complete with all components or accessories and documentation to the Seller. The delivery costs are to be bore by the Purchaser. The Claim product must not be physically damaged or damaged by the elements, and must not be delivered with changed or removed serial numbers or trademarks.
- 3.4 The Purchaser is obliged to inspect each and every Product (to control whether it has any visible defects, whether the requested amount and type of the Product has been delivered, whether the packing of the Product has been damaged); the Purchaser is obliged to announce in written form any defects of the Product immediately after (i) the Purchaser has had the opportunity to see the Product for the first time, or (ii) in case the defect is impossible to be detected by looking at the Product, immediately after discovery of the defect within the valid guarantee period otherwise the Purchaser loses the rights ensuing from the guarantee.
- 3.5 The Seller is not responsible for a missing Product or for mechanical damage to the product that was detectable already at first inspection, if this missing Product or mechanical damage to the Product is not listed on the international cargo certificate (CMR) or another obligatory document of acceptance.
- 3.6 In case of a justified warranty claim, the product will be repaired or replaced for free, or a discount may be provided, or money may be returned in the form of a credit note in the next delivery. The way of dealing with the Claim will be determined by the Seller. In the case of product replacement, the Seller reserves the right of deviation from the original Product due to technological advancement (e.g., a slightly different colour of the LED module), a deviation in design and characteristics of the Product due to a change in the Product produced by the Seller. The size and design of the substitute Product can vary from the original one. The Seller does not reimburse expenses connected with dismantling or new installation, travel expenses, wage expenses connected with the repair or replacement of the Product, or any other similar expenses.
- 3.7 In exceptional cases, the Seller can make an agreement with the Purchaser that the Purchaser will ensure the dismantling or assembling of the Product at the expenses of the Seller, while the costs of such dismantling or assembling of the Product must be agreed with in advance in a written form by the Seller based on the price calculation offered by the Purchaser. The Seller will reimburse these expenses to the Purchaser only if the exact sums have been arranged and agreed in advance.
- 3.8 In the case of an unjustified Claim, the Purchaser will be charged any expenses connected with the Claim. The Seller will present a list charges to the Purchaser if requested.

4. Receiving of the Product after a Managed Claim

- 4.1 The Seller will send the Claim product back to the Purchaser immediately after successful Claim management.

5. Final Regulations

- 5.1 Any legal relationship between the Seller and the Purchaser not regulated specifically by these Rules of Complaint shall be managed by the relevant regulations of the General Commercial Conditions of the Seller found on the website www.omslighting.com and by specific regulations in a buyer's contract or a confirmed purchase order.
- 5.2 The Seller has the right to one-sidedly change or amend the Rules of Complaint, by which is meant a partial or total replacement of the Rules of Complaint with new Rules of Complaint.
- 5.3 The current version of the Rules of Complaint is defined and put into effect by the Seller by making it public through its dissemination on the website of the Seller if the relevant document does not state otherwise.
- 5.4 In case of a disagreement between (i) the regulations of these Rules of Complaint and the General Commercial Conditions of the Seller and (ii) the conditions stated in any document created by the Purchaser, the documents of the Seller take a precedence over the documents of the Purchaser.

² The complaint protocol of OMS, a.s. is publicly available at <https://www.oms.lighting/downloads/>