



## Product Warranty

Between Energy At Work Ltd (The Supplier) and our Client (The Purchaser).

### 1. Preamble

This agreement shall apply exclusively to the products of EAW products, which are delivered by the supplier on the basis of the orders the supplier receives and accepts from the purchaser. Nothing listed below is intended to replace purchaser's statutory rights which we will respect entirely.

### 2. Mass production, product identification and traceability

In the case of process disruption and quality deviation, the supplier shall analyse causes, shall discuss improvement with the manufacturer and review their effectiveness.

If the supplier is unable to supply products conforming closely to the specification ordered, the supplier may notify the purchaser in advance. It is then the purchaser's responsibility to consult their customer about such alterations as the supplier cannot be held responsible if the purchaser fails to consult their customer who subsequently rejects the items.

The supplier may use whichever manufacturer it feels is most suitable or is able to meet purchaser's deadlines without consulting purchaser unless the items would be considered to vary critically in specification or do not meet particular criteria advised to the supplier in writing at the time of ordering. The supplier may use a different manufacturer to the one which manufactured samples previously shown to the purchaser or previous goods sold to the purchaser even within the same project contract or purchase order, as the supplier verifies the suitable quality offered.

The supplier agrees to comply with legally required national standards where these are alerted to it including making available support information if required, however if legislation regarding safety, construction or manufacturing standards is not advised to the supplier or realised by the supplier, or subsequently change, the supplier is not responsible for making changes or replacements or reimbursement regarding products which have already been supplied or specified by the client and are ordered from factory. The supplier agrees to convey reasonable comments from the purchaser to the manufacturer to improve the quality of products.

### 3. Complaints, corrective actions

Upon delivery, the purchaser shall check and advise the supplier within 48 hours whether the items correspond to the ordered quantity and type and whether there is any apparent damage resulting from their transport or other visible defect. If during such inspection the purchaser finds the products do not meet the agreed quality, the purchaser shall notify the supplier immediately, then the supplier shall arrange investigations and analyse causes. If the supplier needs the purchaser to supply information or data of defective products, the purchaser shall supply for the supplier without reason. The supplier shall inform the purchaser of results and solutions. The supplier will agree to identify the products and packaging in accordance with the agreement reached with the purchaser. If the purchaser notes any apparent damage or defect of packages when products arrive, the supplier shall notify the supplier thereof without delay, the supplier shall first attempt to establish what the damages are caused by (eg transport or other reasons). Any solution to damages in transit will be fair for the purchaser and the supplier. If the purchaser arranges their own transit the purchaser undertakes to arrange insurance against loss or damage of items in transit. The supplier will then analyse the defects with support from the purchaser. The supplier agrees to analyse the deviation and to notify the cause of deviation.

Warranty time is 12 months, (ie 365 days starting from the date of delivery of the products) unless separately agreed in writing. Any guides that supplier has given as to the expected life or hours in service do not form a guarantee. Fluorescent tubes are not warranted although we will assist the client in gaining the manufacturer's assistance if life was short. Unless it has been made clear in writing to the supplier prior to order that the purchaser intends to use any funding schemes or tax-efficiency methods and lists the eligibility criteria to the supplier or provides access to scheme rules, the supplier does not undertake to provide products which will be eligible for such schemes and will not correct or reimburse any products that are later found to be non-compliant and will not pay any funding shortfalls resulting.

If the following cases have occurred, firstly, the product does not start, the product is unreasonably noisy or flickering seriously (except where the cause is incompatibility with components such as ballasts, transformers or drivers), on return of the item the supplier shall analyse the causes, including making sure whether caused by the quality of products or by customers installation or misuse, in consulting with the purchaser, the supplier will activate the terms of this warranty. Purchaser must install these products according to the instruction method provided.

Some spare parts may be available and may be fitted by the purchaser, so purchaser must contact supplier prior to returning items. The supplier will in most cases require the return of the item in order to assess a full warranty claim.

The item must be returned to the supplier undamaged and safely packaged at the customer's expense. If the supplier considers it appropriate the supplier reserves the right to repair, replace or refund. In the event that the supplier considers fault to be shared between the supplier and the client or another party the supplier may offer a partial contribution.

Warranty will be invalidated by repairs or attempted repairs, dismantling or modification or any alteration unless carried out by the supplier or agreed by the supplier in writing. All items must be used in a clean, dry environment without presence of impact, vibration, heat or freezing temperatures, explosive or corrosive gases or chemicals – any transgression of this will invalidate the warranty unless this item is manufactured and sold for use in particular environments such as external lighting which may come in contact with water. Where the original specification of items is no longer available or in UK stock the supplier may offer a refund or suitable replacement with a similar item. Where an item is returned in a deteriorated condition through inappropriate use, dirt, damp or wear-and-tear or the other examples above, this warranty is invalidated. These adapters are not supplied or warranted to operate in conjunction with an emergency lighting system unless otherwise stated therefore the supplier is not responsible for damage, loss of

function or safety or any consequences of use in light fittings which also have an emergency lighting purpose. Please bear in mind that this item is intended to be installed on one occasion and is not designed to be moved or repositioned within the period of this warranty. Any item used as, or provided as, a commercial sample would not be covered by this warranty. Similarly this item is not warranted for use other than in a fixed site, for example it would not be warranted to operate within exhibition equipment or in a vehicle such as a boat, motorhome or mobile display vehicle. As these items are intended to be concealed inside a light-fitting this warranty does not extend to cosmetic changes such as possible fading or discolouration either of the product or labelling. Similarly other aspects of deterioration would not be covered unless they affected the electrical or mechanical operation of the item. For example flaking of paint or a small split in a plastic part may not affect the operation of the item and would not, therefore, necessitate a replacement apart from at the supplier's discretion. Fluorescent tubes are not warranted.

If the supplier decides to replace an item with new stock the supplier may need to order this from the factory which, including production and shipping, can take two months. The client is strongly advised to retain a number of the original fluorescent tubes, or bulbs in storage in case of the unlikely event that a product is out of service for any reason.

If installing T5 adapters into light fittings which have magnetic ballast, installers should remove the Power Factor Capacitor if unwilling or unable to determine the performance of the completed installation. Failure to carry out this checking or necessary removal invalidates the warranty. Failure to remove such capacitors may also render the adapted light-fitting ineligible for funding or tax-efficiency schemes.

This warranty does not extend to any item not supplied by the supplier and does not cover the customer's original lighting or electrical equipment no matter what the cause of damage. It does not cover and the supplier is not responsible for the cost of repairs to the customer's equipment or electrical infrastructure or any consequential losses of any kind including interruption of business or any charges issued by third parties such as landlord, other tenants or the power company. It does not cover the cost of any repairs, upgrades or alterations which may be found to be necessary to the existing lighting, building or circuitry whether caused by these products or by any information which has been given or omitted or given in error by our company or its agents or installers.

The purchaser is fully responsible for ensuring and checking that these products are securely attached within light fittings in such a way that they cannot fall or cause damage or injury. If in doubt about the security within light fittings the purchaser must contact the supplier for advice and not install these items until a secure method has been established. We do not warranty the care with which installers prepare or install any products. Where these are retrofit products it is necessary to periodically inspect the adapted light fitting to ensure the continued safe operation and compatibility as this can change with the age of either component. In particular, it is important for installers to take care to read instructions for GreenCat diffusers as these should be installed very neatly but if they are not, Energy At Work Ltd will not replace or remedy. The purchaser is fully responsible for ensuring and checking that any necessary electrical changes or installations have been carried out by a fully qualified electrician to the correct current electrical standards which exist in the jurisdiction in which it is being used. The supplier draws particular attention to the necessity to carry out amendments to wiring of certain light fittings and the need to consult the supplier. The supplier undertakes to provide products that are safe and perform their intended function successfully, but there are many possible testing and certification standards existing and the supplier does not undertake to ensure testing, certification or compliance with any particular standard except where it is mandatory.

Reimbursements cannot be considered in the event that the purchaser later becomes aware of a testing or certification standard for which the product has not been tested or complied and which was not required in writing by the purchaser at time of order, or of possible future changes in legislation or standards which restrict or prohibit the sale or use of these items after the date at which they were ordered.

Warranty will not be supported if the installer has attempted to fit the T5 adapter into a light-fitting with insufficient clearance causing damage to occur to adapter or light-fitting, despite whether the manufacturer has expressed expectation that the particular ClickSave profile should fit a particular type or shape of light-fitting.

From time to time modifications or upgrades are made to our product range and models are deleted. Therefore the products received by our client may be different to previous samples or stock they may have previously received. We will only be responsible for informing the client if the modified version will be poorer in *overall* performance (but it may be improved in some features and reduced in others that we considered less necessary at the price-point agreed with the purchaser) or if the products will carry a shorter warranty.

Assistance with project-management may be chargeable by prior agreement, especially if site visits are needed.

Energy At Work Ltd is registered under the WEEE scheme. Customers purchasing these products agree to dispose of them in a responsible and safe environmental way in accordance with the current WEEE regulations. All electronic components need to be recycled at an Authorised Approved Treatment Facility (AATF).

*Energy At Work Ltd reserves the right to alter these terms without notification at any time.*

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*We cannot be held liable for errors or inaccuracies. Users must take advice when using and installing any electrical items.*