

Warranty Policy

LED Lighting Product Warranty & On-Site Product Warranty V5.1

E: returns@kosnic.com

E: sales@kosnic.com

Kosnic Lighting Ltd is pleased to provide the following warranty covering all Kosnic branded LED lighting products.

Standard Product Warranty:

Kosnic Lighting Ltd warrants that all lighting products comply with their published specifications, are free from defects in materials and workmanship under normal use and conditions for the respective periods of time set forth below. This excludes damages caused by misuse, accidents, natural disasters, extreme environmental conditions, improper storage and unauthorized modifications and/or installation on a circuit without a surge protection device (SPD).

3, 4, 5 or 7 Year Product Warranty

Selected Kosnic Lighting products are warranted for either 3, 4, 5 or 7 years, such products are marked with the following labels in the Evolve catalogue.









5 & 7 Year Battery Warranty

Kosnic Lighting offers up to 7 years warranty for batteries used in our emergency lighting products: 7 years for our 2 in 1 and DALI emergency packs and 5 years for UEM & UEM Pro devices. These warranties are valid when emergency lighting systems are commissioned and signed off by a certified electrician approved under relevant international and national standards, including: EN 50172 / BS 5266.

If batteries fail to last the required 3 hours during an annual full operational test as per ISO 30061 (Emergency Lighting – Testing and Maintenance Guidelines) or equivalent national standards, Kosnic will replace the batteries.





Terms:

Should a Kosnic Lighting product fail within the warranty period from the invoice date, Kosnic Lighting will provide replacement products as an advanced replacement or a debit note, provided that all terms and conditions of the warranty have been adhered to.

If the product is no longer available, Kosnic will provide the closest alternative product or the value of alternative product at its absolute discretion. If a close alternative product is not available, Kosnic will reimburse the warranty holder with the last price paid for the original product.

By installing any of our products, you acknowledge that you have read and understood the installation instructions, confirm proper installation, and accept the terms and conditions of our warranty policy.

On-site Warranty

2 Year On-Site Warranty

Kosnic Lighting offers 2-year on-site warranty on selected luminaire products, including emergency lighting products marked with the following label in the Evolve Catalogue:



3 Year On-Site Warranty

Kosnic Lighting offers a 3-year on-site warranty on the DD and K2D range of products (This warranty only applies when the lamps are installed with a Kosnic emergency module if applicable). Otherwise only the standard 2-year on-site warranty applies. This cannot be altered or disputed.



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Project On-Site Warranty

For lighting projects that are designed and specified by the Kosnic Lighting project team, provided the specification is not changed, a 1 year extended on-site warranty can be issued (excluding the 3-year warranty for DD and K2D products). Only a maximum total of 3 years on-site warranty will be granted. This must be authorised by your Area Project Manager prior to the installation.

Terms:

If a product fails within its on-site warranty period, an on-site warranty claim can be requested if more than 5% of installed luminaires fail, or if more than 5 individual units from the same batch exhibit failures. The warranty holder must contact Kosnic Lighting in writing. The customer will be required to complete a 'Warranty Claim Form' and provide a certificate of completion and confirm the lighting installation in question is in compliance with BS 7671.

The estimated cost for repairs and product replacement (excluding cost of travelling & accommodation) must be provided. If the proposed cost is deemed fair by Kosnic and aligns with the market average, Kosnic Lighting will approve the work and reimburse the associated expenses accordingly. The customer must provide a detailed cost breakdown, including labor, materials, and any additional expenses, to facilitate the evaluation process. Failure to provide this information may result in the warranty being voided.

If the estimated cost is deemed excessive, Kosnic Lighting will carry out the work.

Before any work is initiated, an agreement must be established between both parties and documented in writing in accordance with this warranty policy. The on-site warranty will be void if the repairing and/or replacement of the faulty products starts prior to obtaining written authorisation from Kosnic Lighting.

An authorised representative from Kosnic Lighting must be allowed to have access to the faulty goods and installation site, before, during and after the work being carried out. If you are unable to fulfill these specified conditions, the warranty claim will be rendered void.

The following applies to both Product and On-Sites warranties:

The obligation to replace any product under the terms of the warranties set out above, shall only apply where it has been used for its intended purpose and the following conditions have been met:

- The warranty period commences on the date on invoice to the contractor/end user. If proof of invoice cannot be provided, a receipt from supplier or the manufacturing date determined from the batch code on the product will be used. If no batch code can be found or there is no proof of purchase, then Kosnic are not obliged to take the warranty claim further.
- Kosnic Lighting products must be installed correctly, in accordance with the product information detailed on our packaging, instruction sheets, product data sheets and best industry practice.
- · Kosnic Lighting take no responsibility for 'mis-match' of products when replacing product(s) under warranty.
- Kosnic Lighting products under this warranty should not be operated over 5000 hours per year on average within the warranty period. This equates to no more than ~ 13 hours of continuous daily use. If this is exceeded, Kosnic will not be obliged to pay for onsite warranty.
- Kosnic Lighting Ltd cannot be held responsible for incompatibility of any lamp or luminaire with other manufacturers' transformers, drivers, dimmers or control gear. A guide to compatibility is published on the Kosnic web site and is available on demand. Technical advice is always available upon request.
- Kosnic Lighting Ltd warranty does not cover damages to our products caused by incompatibility with other branded devices or products on the same circuit.

The acceptance of any claim under the warranty conditions listed above is further subject to our terms and conditions of sale that can be found at our Evolve catalogue or website.

For the full list of Kosnic Lighting products with On-Site Warranty visit kosnic.com/onsitewarranty

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Kosnic LED products are designed to operate within the following parameters:

Luminaire Recommended Ambient Temperature: $>-20^{\circ}\text{C}$ to $<+50^{\circ}\text{C}$ / Relative Humidity: <80% - unless otherwise stated. Emergency Recommended Ambient Temperature: 0°C to $<+50^{\circ}\text{C}$ / Relative Humidity: <80% - unless otherwise stated.

LED Lamps Fitted Into Open Luminaries:

Kosnic LED lamps are designed to be used in "open luminaries" and should have a minimum of 10mm air flow around the body of the lamp.

LED Lamps Fitted Into Enclosed Luminaries:

Kosnic LED lamps are not designed to be used in completely enclosed luminaries where air flow is prevented. The lamp life of Kosnic LED lamps in such fittings will be reduced and is unquantifiable and as such will fall outside of the terms of this warranty.

Kosnic Mains Voltage LED Products:

Kosnic mains voltage LED products are designed to operate at 230V (+/- 10%) 50-60Hz. Any fluctuation in excess of this will invalidate the terms of this warranty.

Kosnic 12V LED Products:

For all Kosnic 12V LED lamps, this warranty will only be valid if they are used with 12V DC constant voltage LED Driver. Unless stated otherwise, the use of halogen lamp transformer with kosnic 12V LED products invalidates this warranty.

Kosnic LED Tubes:

The Kosnic LED tube range must be installed as directed in the installation guide. LED tubes may be used in enclosed luminaires, however they must operate in an ambient temperature between -20° C to $+40^{\circ}$ C and have a minimum of 10mm air gap around the tube.

Compatibility:

Kosnic Lighting Ltd cannot be held responsible for incompatibility of any lamp or luminaire with other manufacturers' transformers, drivers, dimmers or control gear. A guide to compatibility is published on the Kosnic web site and is available on demand. Technical advice is always available upon request.

Drivers:

Kosnic external LED control gears are not designed to be used in completely enclosed environment where air flow is prevented. The life of Kosnic external LED drivers in such environments will be reduced and is unquantifiable, as such will fall outside of the terms of this warranty.

Environment:

Kosnic LED products are designed for a wide range of environments and can be used for indoor or outdoor use, unless specified otherwise in the product instructions or datasheets. Always follow the installation and application guidelines provided. If products are installed in the wrong environment this will void warranty coverage. For corrosive environments please make sure the correct choice of luminaire has been chosen and you follow the specifications of the datasheets.

Duty Cycle:

Kosnic LED products are designed for a maximum duty cycle of 13 hours of continuous use, followed by a 60-minute cooldown period. Usage beyond 13 continuous hours may significantly reduce the product's lifespan in ways that cannot be quantified. Such usage falls outside the terms of this warranty and will void warranty coverage.

Warranty Terms and Conditions:

1. Scope of Warranty

- 1.1 The warranty shall only apply to Kosnic branded lighting products sold in the UK (the 'Product') and shall apply for the benefit of a purchaser or end user (the 'User').
- 1.2 In these terms Kosnic refers to Kosnic Lighting Limited.
- 1.3 Kosnic warrants that the Product will be free from defects in material and workmanship.
- 1.4 The warranty set out herein shall be valid for the specified warranty period from the invoice date of purchasing the product.
- 1.5 If the Product fails, Kosnic will provide free replacement of the failed Product subject to the terms and conditions set out herein. This excludes damages caused by misuse, accidents, unauthorized modifications and/or installation on a circuit without a surge protection device (SPD).

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2. Terms and Conditions

- 2.1 If the Product as covered by this warranty is returned by a User in accordance with clause 3 below and within the applicable warranty period in clause 1.4 herein and upon examination Kosnic determines to its satisfaction that such Product failed to satisfy this warranty, Kosnic will, at its sole option, repair or replace the Product or the defective part thereof, or reimburse the User for the purchase price.
- 2.2 The repair, replacement or otherwise of the Product shall not include any removal or reinstallation activities, costs or expenses, including without limitation, labour costs or expenses.
- 2.3 If Kosnic elects to replace the Product and is not able to do so because it has been discontinued or is not available, Kosnic may, at its sole option, replace the product with a comparable product or offer a reimbursement of the purchase price.
- 2.4 If required by Kosnic, the non-conforming or defective Product or part thereof shall become its property as soon as they have been replaced.
- 2.5 This warranty shall not apply where the Product has not been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective or not performing in accordance with the product specifications, the User must notify Kosnic in writing.
- 2.6 This warranty does not apply to damage or failure to perform arising as a result of any act of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- 2.7 This warranty will be void if any unauthorised repairs or alterations are made to the product by any party not expressly authorized in writing by Kosnic. Additionally, the manufacturing date code on the product must remain clearly legible. If the code is damaged or unreadable, Kosnic reserves the right to decline the warranty claim.
- 2.8 The decision of Kosnic as to the validity of any claim under this warranty will be made in good faith, based on the evidence provided. If the

User disputes Kosnic's decision, they may pursue further remedies as allowed by their statutory rights.

2.9 This warranty voids if the products are not installed in circuit that is protected by adequate and functioning SPD (Surge Protection Device)

3. Warranty Claims

- 3.1 The period set out in clause 1.4 herein shall be conditional upon Kosnic being granted access to the failed and non-compliant product(s) or system(s) for the purpose of verifying their non-conformance, to determine if they fall within the scope of the warranty policy. 3.2 Any claim under this warranty must be reported to Kosnic within 30 days of discovery. Any Product or part thereof returned promptly to Kosnic at its request.
- 3.3 Any claim under this warranty must be made in writing and specify details of the failed Product, purchase date, installation date, description of problem, number and percentage of failures, date-code of failures, application, hours burned and switching cycles.
 3.4 If a warranty claim is accepted by Kosnic, it will pay for standard packaging and postage costs.
- 3.5 In the event that a claim is subsequently rejected, Kosnic may charge the User for the costs of investigation and standard packaging and postage costs.

4. No implied or other warranties

- 4.1 This warranty and the rights and remedies contained within it shall be the only warranties given by Kosnic in relation to the Product and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of quality or fitness for a particular purpose, which warranties are hereby disclaimed to the fullest extent permitted by law.
- 4.2 This warranty sets out the entire liability and obligation of Kosnic to the User. The User acknowledges that the remedies described herein are their sole and exclusive remedies in connection with defective or nonconforming Products supplied by Kosnic, regardless of whether the damages arise from any warranty not explicitly mentioned herein, tort, contract, or any other legal basis, even if Kosnic has been advised of or is aware of such defects.
- 4.3 Nothing in this warranty excludes or limits any statutory rights the User may have under the Consumer Rights Act 2015 or other applicable laws. Specifically:
 - 4.3.1 This warranty does not affect the User's right to remedies such as repair, replacement, or refund for faulty goods as required under the Consumer Rights Act 2015.
 - 4.3.2 Kosnic does not limit its liability for negligence resulting in death or personal injury, which cannot be excluded under UK law.
- 4.4 This warranty applies differently to consumers and business-to-business (B2B) transactions to ensure compliance with UK law:
 - 4.4.1 For Consumers: All statutory rights remain in full effect, and the terms of this warranty are intended to supplement, not override those rights.
- 4.4.2 For B2B Customers: Any limitations of liability must pass the reasonableness test under the Unfair Contract Terms Act 1977.
 4.5 No agent, distributor, dealer, or any other third party is authorized to change, modify, or extend the terms of this warranty under any circumstances on behalf of Kosnic. This policy is fixed and cannot be altered internally or externally

5. Limitations and conditions

- 5.1 This warranty excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the warranty policy as published at this time.
- 5.2 Kosnic accepts no liability for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards (e.g. EN 50160 norms).