



advanced leds ltd

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1. Definitions

In this Guarantee the following definitions shall apply:

“Company”	means Advanced LEDS Limited (Company Number 4229742)
“Damage”	means any corrosion damage or defect to an LED Luminaire which has been caused in whole or in part by an external source including but not limited to air, air quality, pollution, storms, wind, lightning, rain or any other weather condition, animals or their excrement, vandalism (whether intentional or not), terrorism, malicious wilful and accidental damage howsoever it arises.
“Defect”	means a Luminaire which ceases to function as an effective source of illumination for the purpose of which it was installed. Defective shall have the same meaning. For Street Lighting purposes defective is a performance less than L90 in accordance with IESNA-LM-80-08.
“Driver”	means the power supply unit which forms an integral part of an LED Luminaire.
“Luminaire”	means the product supplied as a means of providing a light source.
“LEDs ”	means the light emitting diodes within and forming an integral part of the luminaire but (for avoidance of doubt) not the Driver nor the Nema Socket.
“Purchaser”	means the legal entity which has purchased the Luminaire from the Company.
“Nema Socket”	means the photocell socket which forms part of the Luminaire
“Photo-cell”	means the photocell which forms part of the Luminaire

2. Guarantee

Subject to the conditions set out below the Company will (after establishing responsibility for the Defect) either repair or replace a Luminaire which the Company accepts is Defective (“the Guarantee”)



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3. Duration

- 3.1 The Guarantee will apply from the date of the Company's invoice relating to the supply of the particular Luminaire which proves to be Defective ("Commencement") for the following respective periods:-
 - 3.1.1 the Guarantee will apply to the Luminaire until the earlier of the expiration of 25 years from Commencement or 100,000 hours of use whichever is earliest; and
 - 3.1.2 the Guarantee will apply to the LEDs until the earlier of the expiration of 25 years from Commencement or 100,000 hours of use whichever is earliest; and
 - 3.1.3 the Guarantee will apply to the Nema Socket only for such period as the Company shall have the benefit of Guarantee from the manufacturer of the Nema Socket; or 13 years which ever is latest
 - 3.1.4 the Guarantee will apply to the Driver until the earlier of the expiration of 13 years from Commencement or 50,000 hours of use whichever is earliest.

4. Exclusions and Limitations

- 4.1 The Company shall not be liable for a Defective Luminaire where the Defect is due in whole or in part to:-
 - 4.1.1 wear and tear which does not materially affect the Luminaire as a light source; or
 - 4.1.2 installation other than in accordance with the applicable instructions or installation other than by a qualified electrician or if any parts or accessories, other than those supplied/approved by the Company, have been fitted to the Luminaire.
 - 4.1.3 failure adequately to maintain the Luminaire ; or
 - 4.1.4 Damage; or
 - 4.1.5 incorrect storage or handling; or
 - 4.1.6 modification, disassembly or repair other than as previously agreed by the Company in writing; or
 - 4.1.7 failure to maintain in accordance with manufacturer's instructions; evidence of adequate maintenance will be required or
 - 4.1.8 continued use of the Luminaire after the Defect has or ought reasonably to have become apparent to the Purchaser; or



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4.1.9 fire flood or other act of god; and/or

4.1.10 operation or use outside the LED's rated capabilities or capacity (whether or not intentional)

4.2 The Company's liability under the Guarantee and under any contract relating to the sale or supply of the Defective Luminaire shall be limited to the repair or replacement of the Luminaire in accordance with the terms of this Guarantee and shall not extend to:-

4.2.1 carriage, including but not limited to the cost of returning any luminaire to the Company or its subsequent return when repaired;

4.2.2 any other monetary, economic or financial loss or damage to reputation whether or not consequential to any Defect;

4.3 It is a condition precedent to the Company accepting any liability under the Guarantee that:-

4.3.1 all monies due from the Purchaser to the Company have been paid in full without set-off or deduction; and

4.3.2 the Luminaire which is alleged to be Defective has been returned to the Company promptly and in any event no later than 7 days after the Defect did or ought reasonably to have come to the Purchaser's attention

4.3.3 the identification barcode on the Luminaire has not been tampered with, removed or made illegible

4.4 Nothing in this Clause 4 shall affect the Purchaser's statutory rights or exclude (save to the fullest extent allowed by law) the Company's liability for personal injury or death.

5. Assignability

The benefit of this Guarantee is personal to the Purchaser and may not be assigned by the Purchaser without the Company's prior written approval.

6. Third Party Rights

Unless otherwise stated in this Guarantee, no person, other than the Company and the Purchaser, may enforce or rely upon the Guarantee under the Contracts (Rights of Third Parties) Act 1999.

7. Governing Law

The Guarantee shall be governed by and interpreted in accordance with English Law. The parties agree to submit to the exclusive jurisdiction of the English Courts in relation to any claim or matter arising under the Guarantee.

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