

BAIYILED

Warranty conditions

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Warranty conditions for luminaires Baiyiled Europe B.V.

This document describes the warranty conditions of ('the seller') Baiyiled Europe B.V. where you ('buyer') are purchasing your professional LED luminaires from. This policy is valid for all LED luminaires (products) which are provided by Baiyiled Europe.

These warranty conditions and the terms and conditions are effectively together and must also be read together as one, including any other service or sales contracts. Unless specified differently, the terms and expressions used in the terms and conditions will relate to these warranty conditions. In case of conflict between the terms and conditions and these warranty conditions regarding the products and services, the conditions of these warranty conditions apply.

Depending on the terms and conditions and the warranty conditions, Baiyiled Europe guarantees the Buyer that the products will be free of any defects during the warranty period. In context of these warranty terms, Defects means that a product shows a material, component or built flaw which results in the product not working properly accordingly described in the product specifications.

1. Warranty period

- As described in the Terms and Conditions, the Buyer receives a warranty on the products of Baiyiled Europe B.V.

2. Special conditions

- The warranty period starts on the invoice date
- These warranty conditions are only applicable when the products are correctly installed and used accordingly to the application conditions described in the product specifications of the product.
- The Buyer receives standard the 'Standard warranty' described here above
- On request, a 'extended warranty' or a 'customized project warranty' can be negotiated after carefully assessing the application condition of the lighting.
- The Buyer can not use any other information or documentation other than provided by Baiyiled Europe.

3. Additional terms

- The warranty given by Baiyiled Europe B.V. is only applicable to products which were sold in Europe. In other countries, other warranty conditions may apply.
- The products are bought directly from Baiyiled Europe B.V. or from one of her authorised distribution channels.
- The invoice of the products need to be available for Baiyiled Europe B.V. when the buyer is asked for it.
- The products are properly installed and are working according to the specifications and instructions provided by the manufacturer.
- An account manager of Baiyiled Europe B.V. has access to the defective products and has the right to test it for the indicated defect.
- Labor costs for the installation or removal of the products are not covered under the warranty.

4. Limited warranty

- The warranty only applies to the products of Baiyiled Europe B.V. which have been directly sold through its authorised distributors or by Baiyiled Europe B.V. herself in Europe. The warranty is only applicable for the party who has bought the products from Baiyiled Europe B.V.
- Baiyiled Europe B.V. guarantees that every product is free from any material and construction defects. The warranty applies during the period stated in the warranty conditions for the products mentioned on your invoice. In case a product of Baiyiled Europe B.V. is not in accordance to this warranty, Baiyiled Europe B.V. will replace the product free of charge.

5. Warranty terms and conditions

- The warranty provided by Baiyiled Europe B.V. is only applicable to the buyer. In case the Buyer sends a product back to Baiyiled Europe B.V., which falls under the warranty in accordance to point 3, Baiyiled Europe B.V. will inspect the product to check the claim. In case the product falls within the warranty and fails to work in accordance to the specifications, Baiyiled Europe B.V. will choose to either replace the product with a similar copy or to repair the sent product.
- In case Baiyiled Europe B.V. decides to replace the product, but it is impossible due to the fact that the products is not in production any more or is not available, Baiyiled Europe B.V. has the choice to give the Buyer the money back or to offer a similar product.
- Not a single representative, distributor or any other party can change the warranty conditions of Baiyiled Europe B.V.
- This warranty is only applicable when the product is wired correctly, installed correctly and has functioned within the given electricity specifications, business limits and application conditions and areas as specified on the product specifications. In case a product shows a defect, the Buyer is responsible to send Baiyiled Europe B.V. a written explanation on what is broken, faulty or defect regarding the luminaire.
- The warranty is not applicable in case of damages or defects due to acts of God or any other force majeure and/or the incorrect use of the product which is contrary to the application conditions, application areas, instructions and regulations.
- This warranty is not applicable in case the product was repaired, opened or modified in any way by a party any other then Baiyiled Europe B.V. and if no written permission was asked to Baiyiled Europe to do so.
- The manufacturing date of the product needs to be clearly visible to Baiyiled Europe B.V. and Baiyiled Europe B.V. keeps the right to take decisions regarding the validity of the warranty claim.

6. Warranty claims

- The warranty period starts on the invoice date for the relevant product, unless Baiyiled Europe B.V. has agreed differently, for which a written proof needs to be shown. In case the delivery of the products is in different phases, the warranty still starts on the invoice date.
- Baiyiled Europe B.V. does not have any obligations in case the Buyer fails to meet the paying obligations, in accordance to the general terms and conditions.
- The Buyer can use its rights on the warranty provided that the Buyer notifies Baiyiled Europe with a written copy informing about what is defect or faults, before the end of the warranty period. Furthermore, the obligations of the Buyer under these warranty conditions are subject to the following:
 - The Buyer must make the invoice for the product available for inspection to Baiyiled Europe B.V.
 - Under these warranty conditions, the Buyer must notify Baiyiled Europe B.V. with any defects or faults the product is having no later than 30 days after observation. In addition, the Buyer needs to provide a brief company history regarding the product. This information contains the following:
 1. Name and type number of the product.
 2. Details about the fault or defect.
 3. the invoice date and in case Baiyiled Europe B.V. has also provided the installation, Baiyiled Europe B.V. also requires the installation date.
 4. Details regarding application, application conditions, location and the actual hours the light has been functioning.
 5. The Buyer provides the representative of Baiyiled Europe B.V. access to the product, if possible on location of installation, and will send the product, which is said to be defect of faulty, to Baiyiled Europe B.V. for further analysis.
 6. Buyer permits Baiyiled Europe B.V. to test the products to determine defects.
 7. Any lawsuit regarding the warranty claim needs to be submitted within one (1) year after the first warranty claim.
 8. Any claim which is not reported or submitted within the period stated above is not valid.
- The warranty obligations of Baiyiled Europe B.V. are at choice of Baiyiled Europe B.V., either to repair or replace the product with a new copy or credit the Buyer with their money back within a limited period of time. A repaired product or a new product given to the Buyer from Baiyiled Europe B.V. does not result in the extension or renewal of the applicable warranty period. Baiyiled Europe B.V. reserves the right, at its own description, to replace a defect product that is covered by the warranty, by a product that has minimal deviations in the design and/or minimal deviations in the product specifications that the functionality of the product is not influenced by it.
- The Buyer shall bear all costs of access and efforts for repair under warranty issued by Baiyiled Europe B.V. Costs like (dis) assembling and / or (de) installing, removing and replacing systems, structures or other parts of the buyers installation and cleaning, reinstallation of the products by Baiyiled Europe B.V.

7. No implied or other warranties

- The warranty and remedies listed in these warranty conditions are the only warranties that Baiyiled Europe provides with respect to its own products, and are provided in lieu of all other warranties, whether express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, which guarantees are hereby rejected.
- These conditions state the full liability and obligations of Baiyiled Europe B.V. towards the buyer.

8. Limitations and conditions

- Baiyiled Europe offers no guarantee whatsoever for any other products, products from third parties and products that do not carry the Baiyiled Europe brand.
- Baiyiled Europe B.V. does not have any obligations under these warranty conditions if it appears that an alleged defect has occurred due to the following:
 - Any form of force majeure or natural violence as stated in the general terms and conditions.
 - Problems with electrical supply, including power surges, under / overvoltage and ripple currents on control systems that exceed the specified limits of the products and which have been determined by any relevant standards.
 - Incorrect wiring, installation or maintenance not carried out by or for Baiyiled Europe B.V.
 - Negligence to comply with instructions or guidelines prescribed by Baiyiled Europe B.V. for the installation, operation, application, maintenance or environment or any document supplied with the applicable safety, industry and / or electricity standards or rules.
 - Not using the products for which purposes they have been designed.
 - Exposure to corrosive conditions, excessive wear and tear, lightning, neglect, carelessness, accident, misuse, abuse, injudicious or abnormal use of the products;
 - Any attempt to repair, modify or change that has not been discussed and approved in writing by Baiyiled Europe B.V.