



Product Return Rules

Thanks to the great emphasis we place of development in our own laboratories, TESLA LIGHTING s.r.o. offers the most modern LED light sources on the market, including accessories, shortly after their verification in specialized test facilities and measurement laboratories. Production quality undergoes systematic checks directly in factories here and abroad. Despite this, it may happen that a product will exhibit a certain fault. These Return and Refund rules will help address such situations.

Pre-sale return – a pre-sale return may be made within 90 days of sale to the dealer. A return claim always requires the bill of delivery, complete sales packaging with accessories, a blank warranty card, and a description of the defect. The product must not show signs of use and damage, and any protective packaging, film and so on must not have been removed. The return claim must always be lodged with the supplier, TESLA LIGHTING s.r.o., and in this case the product must not be sent to an authorized service centre. In the event of wrong or incomplete delivery, the supplier must be informed immediately, and no later than 3 days after receipt. Individual cases will be addressed on an individual basis.

The warranty does not apply to defects caused by the following: inexpert or incorrect use (contrary to instructions for installation and use, etc.), physical damage (e.g. during shipping), rough handling, improper storage, use in an aggressive environment, use of the product in conditions whose temperature, dust levels, humidity, chemical and mechanical conditions do not comply with those specified by the manufacturer, use of accessories not approved by the manufacturer, connection to electrical circuitry with incorrect parameters (voltage/frequency), entry of contaminants (especially liquids) into the product, incorrect product use, for example in a sealed fixture, unsuitable location or constant operation, weather, unavoidable events or force majeure. The warranty also does not apply in case of physical damage caused by the user or shipping to the installation location, or if the product does not work due to incorrect installation. The warranty ceases to apply in the following cases: if an unauthorized individual changes information on the warranty card, failure to use and maintain the product properly, if the product has been tampered with by an unauthorized individual, unauthorized or inexpert work on the product, inexpert repair of the product. The warranty does not apply to discharged batteries or reduced battery capacity due to their wear or leaking electrolyte.

Warranty and warranty repairs – products are covered by a 24-month warranty. In case of warranty repairs, always include the warranty card with all information filled in correctly and a return sheet with a description of the defect. If no warranty card was included with the product at the time of sale (this applies to accessories), the bill of delivery and sales receipt shall be provided by the customer for warranty purposes. The warranty period is automatically extended by the amount of time the product spends at the authorized service centre. The statutory maximum time for processing warranty repairs is 30 days for the end customer (not the dealer) pursuant to the Civil Code. If warranty repairs are not approved, the customer will be billed a handling fee of at least 400 CZK including VAT. At some brand-

TESLA LIGHTING s. r. o.

Registered offices:
Slunečná 661, 252 28 Černošice,
Czech Republic, ID No: 271 03 668



Business premises and head office:
Na Břehu 468/37, 190 00 Prague 9,
Vysočany, Czech Republic

name warranty service centres this fee may be even higher; in this case the customer shall be immediately informed by employees of the TESLA LIGHTING service department once a quote has been received from the authorized service centre.

The warranty does not apply to defects caused by the following: inexpert or incorrect use (contrary to instructions for installation and use, etc.), physical damage (e.g. during shipping), rough handling, improper storage, use in an aggressive environment, use of the product in conditions whose temperature, dust levels, humidity, chemical and mechanical conditions do not comply with those specified by the manufacturer, use of accessories not approved by the manufacturer, connection to electrical circuitry with incorrect parameters (voltage/frequency), entry of contaminants (especially liquids) into the product, incorrect product use, for example in a sealed fixture, unsuitable location or constant operation, weather, unavoidable events or force majeure. The warranty also does not apply in case of physical damage caused by the user or shipping to the installation location, or if the product does not work due to incorrect installation. The warranty ceases to apply in the following cases: if an unauthorized individual changes information on the warranty card, failure to use and maintain the product properly, if the product has been tampered with by an unauthorized individual, unauthorized or inexpert work on the product, inexpert repair of the product. The warranty does not apply to discharged batteries or reduced battery capacity due to their wear or leaking electrolyte.

Extended warranty - TESLA LIGHTING s.r.o. provides a 36-month extended warranty on LED sources in the BLUE LABEL and ECO LABEL line to consumers from the date the product is purchased under the terms and conditions specified below. An extended warranty claim on a defect will be recognized contingent on the product having been used in the usual manner in accordance with relevant technical standards, instructions for installation and use, and/or safety regulations applicable in the Czech Republic. The extended warranty does not apply to defects caused by the following: physical damage due to electrostatic discharge (e.g. lightning), power grid overvoltage, short circuit, use of the product in conditions whose temperature, dust levels, humidity, chemical and mechanical conditions do not comply with those specified by the manufacturer, inexpert installation, handling, operation, or a lack of care for the product, unqualified work or parameter changes, weather, or force majeure, incorrect product use, for example in a sealed fixture, unsuitable location, or constant operation, use in an incorrect manner incompatible with technical standards or safety regulations applicable in the Czech Republic, during shipping.

Wear and tear on the product or part thereof caused by its routine use is not covered by the extended warranty and is not considered to breach the purchase agreement pursuant to applicable provisions of Act No 89/2012, the Civil Code, as amended (hereinafter the "Civil Code"). Defect claims lodged under the extended warranty, i.e. after the statutory 24-month warranty has expired, must be lodged exclusively with TESLA LIGHTING s.r.o. Assessment of claim validity requires that the product be sent to the following address along with proof of purchase: TESLA LIGHTING s. r. o., Na Břehu 468/37, 190 00 Prague 9, Vysočany. In the case



of a contested claim that required expert assessment of the product defect by TESLA LIGHTING s.r.o., the claim will be processed within two months of the date it was lodged.

TESLA LIGHTING s.r.o. reserves the right to decide on how to address a product returned due to a defect under the extended warranty. If the product originally purchased by the consumer is no longer available (for example because it is no longer being manufactured), TESLA LIGHTING s.r.o. reserves the right to replace the product by a different product with similar properties that is currently available from TESLA LIGHTING s.r.o. and that is most similar to the original product. The extended warranty does not apply to products already replaced by TESLA LIGHTING s.r.o. under the extended warranty. Once the statutory warranty has expired, the consumer may not withdraw from the purchase agreement based on which the product was purchased.

TESLA LIGHTING s.r.o. does not cover the cost of shipping a defective product returned under the extended warranty from the location where the product defect was discovered to the location where it is eliminated and back again, including direct and indirect risks related to shipping. TESLA LIGHTING s.r.o. is not liable for property damage caused by the product during the extended warranty. TESLA LIGHTING s.r.o. is in no way liable for damage and losses (or their consequences) incurred by the customer being unable to duly use the product due to any sort of damage.

The extended warranty applies to products purchased in the Czech Republic from retail establishments and supplied by TESLA LIGHTING s.r.o. The extended warranty does not apply to products purchased during clearance sales or to products sold at a discount for a stated reason. Claims covered by the statutory warranty remain unaffected by these terms and conditions. A product return made under the statutory warranty must be made directly at the point of purchase.

The extended warranty does not apply to cases where the product is purchased by a business or if the product is used for business purposes.

Rights and obligations during returns – the product must be used in accordance with the accompanying instruction manual. An expert assessment of the return claim may determine that the defect was caused by tampering, a contaminant (especially a liquid) entering the product, or unskilled or erroneous installation. In this case the warranty is void and the supplier must immediately inform the customer of this along with the estimated cost of repair. The customer must respond to the price estimate within 5 calendar days in writing. If the customer does not respond to the price estimate within 5 calendar days, the product will be returned to the customer along with a bill for costs related to expert assessment and any applicable postage and handling.

Post-warranty repairs – when accepting a product for repair, a maximum repair price is specified.



If the price of repair increases, the customer will be contacted. The price estimate can be increased by at most 10 %. From the date the product is returned from repair, a 3-month warranty applies to the repairs and a 6-month warranty to replacement parts. If the seal or other protective elements are breached, the warranty will not apply. If the customer does not pick up the item within 6 months of the obligatory pick-up date, TESLA LIGHTING s. r. o. has the right to sell the item and use the proceeds to satisfy its claims with regards to the customer.

Withdrawal from the purchase agreement – the customer has the right to withdraw from the purchase agreement in case of a defect that cannot be eliminated, three concurrent defects (this must involve defects in three different parts of the product, not just three manifestations of one defect), or three identical or four different defects. The last defect(s) must not be eliminated, but only confirmed by the manufacturer's authorized service centre. The complete original sales packaging must be supplied, along with all service sheets from the authorized service centre, the warranty card (or purchase receipt identifying the product model).

The last repair sheet from the service centre for all of the above return claims must not be older than **10 days** (as specified on the service sheet) upon delivery to the supplier!!! It must also be evident that the end user did not take delivery of this product after the last repair – i.e. did not use it.

The amount of time for processing a return claim with a request for a credit note for dealers is not strictly stipulated by legislation.

Pre-sale warranty claim procedure – in the case of a pre-sale warranty claim, the product must be sent in its complete original packaging along with the purchase receipt to TESLA LIGHTING s. r. o., Na Břehu 468/37, 190 00 Prague 9, Vysočany, Czech Republic along with a description of the defect and a note that this is a pre-sale return claim!!! (THE WARRANTY CARD MUST NOT BE FILLED IN). If the product has already been sold, for quicker claim processing the dealer may send the product directly to the relevant authorized service centre with a description of the defect and the warranty card.

Delivering a returned product – in person, via the post office, or a courier service. The costs of shipping the returned product for repairs are borne by the sender. The costs of returning a repaired product covered by warranty are borne by the supplier. This provision does not apply to products returned under the extended warranty.

Products from TESLA LIGHTING s.r.o., LED light sources, meet European standards including ČSN EN 61000 -3-3.

Name: Electromagnetic compatibility (EMC) - Part 3-3: Limits - Limitation of voltage changes, voltage fluctuations and flicker in public low-voltage supply systems, for equipment with rated current.

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All aspects of warranty claim proceedings not specified here are governed by relevant provisions of the Civil Code, as amended.

These TESLA LIGHTING s.r.o. Product Return Rules fully replace all earlier product return rules and information regarding warranties, returns, and warranty and post-warranty repairs.

VERSION 2014/10