

General Warranty Terms of

KLUS sp. z o.o.

Kolonia Lesznowola (Poland), 24 September 2026

1. GENERAL TERMS

- 1.1. The Seller provides a warranty for the Lighting Products that it manufactures on the terms set out in these General Warranty Terms (hereinafter: the 'GWT').
- 1.2. All deliveries of the Seller's products are made under these General Warranty Terms. These GWT apply to all sales orders fulfilled on or after the date on which these GWT enter into force. These GWT enter into force on 24 September 2026. By placing an order with the Seller, the Buyer confirms that it accepts all provisions of these GWT in full.
- 1.3. These GWT may not be amended, replaced or supplemented without the Seller's prior written consent, failing which any such amendment, replacement or supplement shall be null and void. In particular, any special terms specified by the Buyer in an order or correspondence shall not disapply the provisions of these GWT unless the Seller has first accepted other warranty terms in writing; any acceptance not made in writing shall be null and void.
- 1.4. These GWT apply both to Buyers who are Consumers and to Buyers who are not Consumers, subject to the separate provisions concerning Consumers and Buyers who are not Consumers contained in this document. In the event of any conflict between the provisions of the GWT and mandatory provisions of law, in particular the Act of 30 May 2014 on Consumer Rights, those provisions of law shall prevail.

2. DEFINITIONS

Glossary of the basic terms and abbreviations used in the General Warranty Terms:

GWT - the Seller's General Warranty Terms

Seller - KLUS sp. z o.o., with its registered office at ul. Słoneczna 126, 05-506 Kolonia Lesznowola

Buyer - a natural person, an organisational unit without legal personality or a legal person purchasing products from the Seller; a Buyer may be a Consumer or a B2B Buyer

Consumer - a Buyer who is a natural person purchasing Lighting Products or Distributed Goods from the Seller for purposes not directly related to that person's trade, business or profession

B2B Buyer - a Buyer who is not a Consumer

Seller's Registered Office - address: KLUS sp. z o.o., ul. Słoneczna 126, 05-506 Kolonia Lesznowola

Seller's Warehouse - address: KLUS sp. z o.o., ul. Słoneczna 126, 05-506 Kolonia Lesznowola

Parties - the Buyer and the Seller acting jointly for the purpose of fulfilling an order

Lighting Products - all lighting products manufactured by the Seller and included in the Seller's range, including profiles and accessories, LED strips, lamps and luminaires, and services, excluding Distributed Goods

Distributed Goods - power supplies and other commercial goods (mainly electronic goods) manufactured by a third party, distributed by the Seller and included in the Seller's commercial range.

Time Limits and Dates - all time limits in this document are stated in calendar days unless indicated otherwise.

3. WARRANTY PERIOD

- 3.1. The warranty period shall commence on the date on which the Buyer purchases the Lighting Product, as shown on the VAT invoice confirming the purchase.
The Seller provides a warranty for the Lighting Products sold for the following periods:
 - 5 years for WHITE IP20 LED strips (excluding the BASIC range)
 - 3 years for WHITE IP20 LED strips (BASIC range)
 - 4 years for RGB / RGBW IP20 LED strips
 - 4 years for IP65 LED strips
 - 5 years for NEON FLEX LED strips used indoors
 - 3 years for NEON FLEX LED strips used outdoors
 - 4 years for profiles, covers and accessories
 - 4 years for LED luminaires
 - 3 years for LED luminaires fitted with BASIC strips
 - 1 year for KA-COM covers and T covers (2 years where the Buyer is a Consumer)
- 3.2. The Buyer shall be entitled to exercise its rights under this warranty independently of any rights arising under mandatory provisions of law, in particular the Act on Consumer Rights as regards liability for goods not conforming to the contract and the provisions governing liability for damage caused by a dangerous product. The exercise of rights under the warranty shall not affect rights arising under those provisions.
- 3.3. At the Buyer's request, the warranty for selected Lighting Products may be extended from 4 to 5 years for an additional fee equal to 5% of the value of the Lighting Products covered by the extension. The extended warranty shall apply only if the Buyer pays the fee referred to in the preceding sentence and the Seller confirms that fact in writing (in particular, this may be confirmed on the purchase invoice).

4. CONDITIONS FOR WARRANTY VALIDITY

- 4.1. The warranty covers only manufacturing defects and defects arising from causes inherent in the goods, i.e. latent defects arising from manufacturing defects or latent defects in materials.
- 4.2. Lighting Products must be used, installed and stored in accordance with the information contained in the data sheet and installation instructions, as well as in any other documents provided to the Buyer.
- 4.3. Unless otherwise stated in the data sheet, the Seller's luminaires are intended for standard operating conditions, i.e. an ambient temperature of -10°C to +25°C, humidity below 85% and pressure of 690-1080 hPa.
- 4.4. Lighting Products must not be used in ambient conditions that may endanger their structure, paint finish or electrical equipment. Such conditions include high temperature and humidity, dust, chemically active substances in the air, shocks and vibrations, unless otherwise stated in the Seller's data sheet.
- 4.5. Lighting Products must not be subjected to mechanical and/or chemical loads inconsistent with their intended use that may endanger the luminaire structure, paint finish or electronic components inside the luminaire.
- 4.6. The ambient temperature and supply voltage must not exceed the rated values specified for the relevant Lighting Products in the specification or technical standards.
- 4.7. In relation to B2B Buyers, the Seller's liability under the warranty shall comprise the obligation to repair or replace the defective Lighting Product, at the Seller's discretion. The Seller's obligations under the warranty shall be limited to releasing and dispatching to the B2B Buyer, at the address provided by it, the repaired goods or new goods supplied in place of the defective goods (at the Seller's discretion), and shall not include any other work, services or costs, including those relating to the removal of the defective goods and the installation of goods free from defects.
- 4.8. In relation to Consumers, the Seller shall bear the costs of bringing the products into conformity with the contract, in particular the costs of repair or replacement, including transport, removal and reinstallation costs, in accordance with the Act of 30 May 2014 on Consumer Rights.

5. LOSS OF WARRANTY

- 5.1. The warranty shall cease to be valid in the following circumstances:
 - a) improper use of Lighting Products or use contrary to their intended purpose
 - b) deliberate damage to a Lighting Product
 - c) use of a Lighting Product in conditions contrary to those stated in the catalogue and operating instructions
 - d) use of Lighting Products in weather conditions other than those specified in this warranty or the instructions for use, unless the product data sheet permits other conditions for the use and operation of the Seller's Lighting Products
 - e) unauthorised modifications or repairs, or interference by unauthorised persons
 - f) failure to comply with the operating rules, or mechanical damage
 - g) connection of LEDs or luminaires to an incorrect power supply output voltage
 - h) incorrect selection of power supplies and controllers (e.g. connecting an 18 W power supply to a 20 W luminaire)
 - i) incorrect installation, storage and/or transport of Lighting Products
 - j) damage caused by force majeure (e.g. a power surge, lightning strike, fire, flood or earthquake).
- 5.2. The provisions of this clause shall not exclude or restrict any rights of a Consumer arising under mandatory provisions of law, in particular those concerning liability for goods not conforming to the

contract.

6. PROCEDURE FOR SUBMITTING WARRANTY CLAIMS

- 6.1. Warranty claims must be submitted exclusively using the electronic warranty claim form available on www.klusedesign.pl under 'Warranty Claim Form' at the bottom of the page. Where the Buyer is a Consumer, failure to use the form shall not deprive the Buyer of the right to submit a claim in any other form permitted by law, in particular by email to qualitydepartment@klus.pl or by post.
- 6.2. When accepting a shipment/delivery of an order, the Buyer is required to inspect the condition of the packaging in the presence of the freight forwarder/carrier. If the parcel or goods have any damage visible at the time of delivery, an appropriate reservation must be entered on the transport document immediately upon receipt of the goods and an appropriate damage report must be drawn up in the presence of the carrier. The carrier shall bear sole liability for any defects, damage and claims relating to goods delayed, lost or damaged in transit; such claims must be reported to the Seller within 24 hours of their discovery.
- 6.3. Any discrepancies between the quantity and type of products delivered and the shipping specification, as well as any technical defects that can be detected visually, must be reported within 14 days of the date of delivery of the goods, failing which the claims submitted shall not be accepted.
- 6.4. Where the Buyer is a Consumer, the provisions of clauses 6.2 and 6.3 constitute recommendations. Consequently, failure to draw up a report in the presence of the carrier, failure to report claims within 24 hours of their discovery and failure to report discrepancies in quantity and technical defects that can be detected visually within 14 days of the date of delivery of the goods shall not result in the loss of any rights under the warranty.

7. PROCESSING OF WARRANTY CLAIMS

- 7.1. To enable the Seller to assess a warranty claim, the Buyer must provide the Seller with the information it requires, e.g. a description of the defect, the circumstances in which the defect became apparent, the use of the item covered by the claim, its installation and photographic documentation.
- 7.2. The Seller shall assess a warranty claim within 14 days of receiving the defective goods or a complete set of the necessary information together with proof of purchase of the goods, subject to the possibility of extending this period where detailed technical tests are required or other circumstances justify an extension, of which the Seller shall inform the Buyer.
- 7.3. The Buyer must send the defective goods unless the Seller decides otherwise. The B2B Buyer shall arrange and pay for delivery of the goods covered by the claim, together with proof of purchase, to the address of the Seller's Warehouse. Where the Buyer is a Consumer, the Seller shall bear the cost of delivery of the goods. If the goods were installed by the Consumer before the lack of conformity with the contract became apparent, the Seller shall remove the goods and reinstall them after repair or replacement, or arrange for those activities to be carried out at its expense. 7.4. The parcel must be marked in a manner enabling the Buyer to be identified and labelled 'WARRANTY CLAIM', together with the claim number generated in the email confirming submission of the claim.
- 7.5. The B2B Buyer shall bear all costs connected with the Seller's assessment of a clearly unfounded warranty claim. In relation to Consumers, this provision shall apply only to the extent permitted by mandatory provisions of law.
- 7.6. The Seller shall notify the Buyer submitting the claim of the outcome in writing or in documentary form (by email or letter).
- 7.7. If a B2B Buyer fails to comply with any requirement described in clauses 7.1-7.4 for 14 days, the Seller shall be entitled to reject the warranty claim. This provision shall not apply where the Buyer is a Consumer.
- 7.8. Where, following acceptance of a warranty claim, the Seller replaces a Lighting Product with one free from defects or carries out a substantial repair remedying the defect, the warranty period shall recommence, as applicable, when the Product free from defects is supplied or when the Product is returned after repair, in accordance with Article 581 of the Civil Code. Where only part of a Lighting Product is replaced or repaired, the warranty period shall recommence only in respect of that part. The warranty period shall also be extended by the period during which the Buyer was unable to use the Lighting Product due to a defect covered by this warranty.
- 7.9. In relation to a B2B Buyer, the Seller's liability shall be limited to no more than the value of the goods on the date of purchase. This limitation shall not apply to personal injury or to the Seller's liability arising under mandatory provisions of law. This provision shall not apply to Consumers.

8. DISTRIBUTED GOODS

- 8.1. The Seller is a distributor of Distributed Goods, i.e. power supplies and other commercial goods (mainly electronic goods) manufactured by a third party. Distributed Goods shall be covered solely by the warranty provided by their manufacturer, on the terms and for the warranty period specified by that manufacturer, if the manufacturer has provided such a warranty. Where a warranty is provided, the manufacturer of the Distributed Goods warrants that they shall be free from defects in materials and workmanship for the period specified separately for each item of Distributed Goods in the warranty document. The warranty period varies depending on the manufacturer of the relevant Distributed Goods. To preserve the manufacturer's warranty for Distributed Goods, the Buyer must comply with all terms of the warranty provided by the manufacturer.
- 8.2. A Consumer's rights under the manufacturer's warranty for Distributed Goods shall exist independently of the rights available to the Consumer against the Seller in respect of goods not conforming to the contract under mandatory provisions of law.
- 8.3. The procedure for submitting and processing warranty claims set out in clauses 6 and 7 of these GWT shall apply, as appropriate, to Distributed Goods.

9. FINAL PROVISIONS

- 9.1. These General Warranty Terms shall apply from 24 September 2025 and shall cover all orders placed after that date. The Seller shall be entitled to amend these General Warranty Terms unilaterally; in such a case, the amended General Warranty Terms shall apply to all orders placed after the date on which the amended Terms are published on the Seller's website.
- 9.2. Any matters not governed by the provisions of the GWT shall be governed by Polish law, in particular the provisions of the Civil Code and the Act of 30 May 2014 on Consumer Rights.
- 9.3. The rights of a Buyer who is not a Consumer under the statutory warranty for defects referred to in the Civil Code are excluded. This provision shall not apply to Consumers, in relation to whom the Seller shall be liable in accordance with the Act on Consumer Rights.
- 9.4. Any disputes arising in connection with the warranty provided and the processing of warranty claims covered by these GWT between the Seller and B2B Buyers shall be resolved by the court of general jurisdiction having territorial jurisdiction over the Seller's registered office. In the case of Consumers, jurisdiction shall be determined in accordance with generally applicable provisions of law, in particular the provisions of the Code of Civil Procedure; this provision shall not restrict a Consumer's right to bring proceedings before a court having jurisdiction under those provisions.
- 9.5. The warranty terms are available on the manufacturer's website.