

PRODUCT WARRANTIES

All LED luminaires from the Ventilux Premium Range are covered by a 6-year warranty, with the exception of product containing SLA (Sealed Lead Acid) batteries, which are covered by a 3 year warranty (6year upon request).

(Premium range luminaires are also available with a 10-year warranty upon request).

All LED luminaires from the Ventilux Commercial Range are covered by a 3-year warranty

(Commercial range luminaires are also available with a 6-year warranty upon request).

- In-house conversions of LED products carry a 3-year warranty, unless stated by Ventilux prior to conversion.
- Control panels/modules for Dali/Netcom5 carry a 6-year warranty.
- Consumable products purchased separately carry a 1-year warranty.
- Fluorescent products carry a 1-year warranty.
- Static Inverters/CBS'S carry a 1-year warranty.
- Batteries for Static Inverters/CBS'S carry a 1-year warranty (5 Year warranty available with Ventilux BACS System).

Please note above stated warranties include all components of the luminaire- Battery, Module, LED etc.

ADDITIONAL WARRANTY NOTES

- The warranty commences from date of Invoice.
- The warranty covers any product malfunction except for damage caused by incorrect installation (including environmental factors), lack of maintenance, or ill-treatment.
- Failure to routinely test and provide evidence of testing the emergency luminaires will invalidate the warranty.
- Note that it is the responsibility of the end-user to replace any serviceable items (e.g., Battery, Module, LED etc), at their cost, as part of a regular maintenance programme.

For more information on Ventilux products/product warranties please contact Ventilux directly on (01) 2148800

[Terms and Conditions of Sale](#)

1. Definitions

“Customer” means the person, firm, or company purchasing goods from Ventilux Ltd (“the Company”). “Company” means Ventilux Ltd and its successors. “Goods” means all products or items supplied under contract. “Services” means all services supplied under contract.

2. General

Acceptance of any offer by the Company includes acceptance of these Terms. Variations are binding only if in writing and signed by a Director. Orders are deemed to be subject to these Terms, which apply regardless of the passage of time or prior dealings.

3. Orders

Telephone orders may be accepted for planning purposes, but dispatch occurs only upon written confirmation. Orders for non-standard products must be in writing before production begins. The Company may refuse orders, refuse

cancellations, or suspend delivery if accounts are overdue.

4. Prices (Excluding VAT)

Quotations reflect current prices but may vary; goods are invoiced at the price ruling at the time of delivery. VAT and other applicable taxes are added as required. Unavoidable surcharges may apply.

5. Packing

Standard trade packing is included unless otherwise specified. Special packing requests may incur additional charges.

6. Carriage

Unless specifically included in the quotation, carriage charges apply. The Company determines the most suitable method unless otherwise agreed in writing.

7. Settlement Terms

All accounts are strictly net and payable by the end of the month following the invoice date. No deductions or set-offs are permitted. Each delivery or instalment constitutes a separate contract. Overdue accounts may result in suspension of further deliveries or cancellation of outstanding orders. Interest is charged at 2% above Allied Irish Bank base rate on overdue amounts.

8. Delivery Dates

Delivery dates are given in good faith based on available resources. The Company is not liable for losses arising from delays. Partial deliveries may occur unless otherwise agreed in writing.

9. Warranties

Goods and services are designed for the purposes described in Company literature. No warranty is given for alternative uses. During the warranty period, goods proven not to be of merchantable quality or not as described will, at the Company's discretion, be repaired or replaced if returned carriage paid.

10. Liabilities

Where the Customer is not a consumer under Section 3 of the Sale of Goods and Supply of Services Act 1980: Liability for defective goods is limited to the purchase price. The Company is not liable for loss of profits, contracts, or consequential losses. The Company is not liable for adverse effects from goods applied in processes not recommended by the Company. The Company accepts no responsibility for expenditure on allegedly defective goods. No liability for goods altered, processed, or damaged after risk passes to the Customer.

11. Loss in Transit

The Customer (or representative) must provide a clear signature upon delivery and inspect goods immediately. Damaged goods must be signed as "damaged"; otherwise, claims will not be considered. Written notification of loss or damage must be made within 3 working days to enable carrier claims. Claims for shortage must be submitted within 7 working days with full details (advice note number, case number, condition).

12. Returns

Goods correctly supplied may not be returned without prior written agreement. Returns must occur within 60 days of invoice date. Goods must be carriage paid, with a Goods Return Authorisation and delivery note number. The Company may apply handling/restocking charges. Only goods as new, unopened, uninstalled are accepted. Non-stock or custom-made items are non-returnable.

13. Waiver

Failure to enforce any condition does not constitute a waiver of that condition.

14. Ownership

Title remains with the Company until full payment is received. Risk passes to the Customer upon receipt. The Company reserves the right to repossess goods prior to payment and is granted an irrevocable licence to enter premises for this purpose. Title remains with the Company until all debts owed by the Customer are paid in full. If any part of this clause is unenforceable, the remaining provisions shall remain valid.

15. Indemnity

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The Customer indemnifies the Company against all claims, costs, damages, or liabilities arising from any breach of these Terms.

16. Choice of Law

This contract is governed by and construed in accordance with the laws of the Republic of Ireland.

Ventilux Group Limited