

## 1. Introduction

We are DW Windsor Ltd (Company No. 01309755) of Pindar Road, Hoddesdon, Hertfordshire, England, EN11 0DX (“our”, “us”, “we” and the “Company”). This warranty policy specifies the terms and conditions of our warranty in respect of luminaires bearing the DW Windsor Ltd mark (the “Products”) (referred to as the “Warranty” in respect of the actual warranty, and the “Warranty Policy” in respect of general Warranty policy).

The Warranty is valid only in respect of Products purchased directly from the Company by you, the customer (the “Customer”) and installed within the United Kingdom and shall apply during the relevant warranty period for the particular Product (the “Warranty Period”).

## 2. Definitions

- **Luminaire(s):** a complete lighting unit consisting of LED-based light emitting elements and a matched driver together with parts to distribute light.
- **LED(s):** (light-emitting diode) a semiconductor light source that emits light when an electrical current flows through it.
- **Driver(s):** a self-contained power supply which regulates the power required for an LED or array of LEDs.
- **CMS:** Central Management System used for remote dynamic street lighting control and provide other benefits such as fault detection.

## 3. Warranty Period

The Warranty Periods are as stated below and are effective from the date of delivery of the relevant Product(s) (unless confirmed otherwise in writing by the Company).

Products	Warranty Period
Standard LED luminaires, retrofit modules, Garda (if installed by DW Windsor)	5 years
Garda (if not installed by DW Windsor), non-LED light sources, batteries, spare parts, Urban Furniture	1 year
Vaio	Project-specific

Table 1

## 4. The Warranty

The Company warrants, subject to the terms of this policy, that the Products (including all materials and parts) will be free from defects in:

- Design
- Material
- Manufacture
- Workmanship

If a Product fails to operate correctly within the terms of this Warranty Policy, the Company will provide a suitable replacement Product or part (as applicable) within a reasonable time, subject to the terms and conditions as set out in this Warranty Policy.

In the event of any transfer in title in the Product within the applicable Warranty Period, the Warranty can be novated to any successor in title for the remaining term subject to written confirmation from the Company. The Warranty will not be effective following any transfer in title where the Company has not been notified and provided such written confirmation.

## 5. Conditions of Failure

The Warranty Period in section 3 is based on and subject to maximum operating hours as set out in Table 2 below. The operating hours will be checked and monitored by providing the switching regime code, CMS operating data or other recognised industry standard maintenance schedule data. For the Warranty Period, a fault pertaining to the performance and nominal failure rate of electronic components will be covered by this Warranty Policy. The nominal failure rate of electrical components is defined as:

Component	Nominal Failure Rate	Condition
LEDs	more than 25% per luminaire fail to illuminate	4,380 operating hours per year (maximum)
Drivers	failure to operate	

Table 2

## 6. Limitations

The Warranty shall not apply and/or activate if failures are below the nominal rates.

This Warranty will be unenforceable and shall not apply in any of the following situations:

- a. Operating temperature limits exceeding the Product specification.
- b. Drive current and voltage limits exceeding that specified on the driver or Product datasheet.
- c. LED colour and luminous flux shifts under 10% tolerance of the original specification.
- d. Electrical supply conditions, including supply spikes, over-voltage/under-voltage and ripple current control systems that are outside the specified limits of the LED components and those defined by applicable supply standards.
- e. Wilful damage, misuse, or negligence where misuse is defined as mishandling, vandalism, theft/attempted theft, and transportation issues where the Product is not sufficiently protected from physical damage.
- f. Failures or damage caused by events beyond the reasonable control of the purchase (for example lightning strikes, natural disasters, acts of war, terrorism, civil disobedience, riots, malicious mischief, vandalism, impacts, fire, prolonged submersion, force majeure, acts of God or nature).
- g. Exposure to mechanical stresses and strains because of impact or excessive movement but also poor installation and maintenance practices.
- h. Improper installation, wiring, protection against abnormal conditions or failing to adhere to the guidelines set out in the Product's documentation.
- i. Failure to use the Products for the purposes or applications that they were designed for.
- j. Products installed in a marine environment or within 3 miles from the coast that have suffered corrosion (unless supplied with a marine-grade coating that was specified upon order).
- k. Paint discolouration or paint not adhering to the Product's surface due to mechanical damage or installation in an unsuitable or corrosive environment (unless supplied with an appropriate coating that was specified upon order).
- l. Discolouration to plastic components (e.g. polycarbonate optics) due to the natural ageing process.
- m. Products that do not follow recognised industry maintenance schedules and/or are not appropriately cleaned based on location installed.
- n. Malfunctioning third party components connected to the Products.
- o. Any attempt at alteration or repair of the Product prior to written consultation with the Company or a Company approved electrical or maintenance contractor.
- p. If the product label is missing or has been removed, altered, tampered with, or defaced.
- q. If the Customer is in breach of payment terms.

Unless otherwise agreed between the Company and the Customer in writing, the Warranty applies only in respect of the repair or replacement of the Company supplied defective Products in section 1. The Warranty does not cover any of the following:

- Third party Products not bearing any Company mark.
- Sample products.
- Third party software or hardware used in conjunction with Company Products.

- Devices that have been integrated into a luminaire not manufactured or approved by the Company, unless otherwise confirmed in writing.
- Any costs related to the maintenance, installation and/or removal of Company supplied Products. Subject to any liability that cannot lawfully be excluded, The Company accepts no liability for consequential or indirect loss or damage howsoever arising (including loss or damage arising out of the use of the Products) and all liability in respect of any third party is expressly excluded.

## 7. Warranty Claims

All Warranty claims must be made and received by the Company within 30 days of discovery of the fault and delivered to the Company for evaluation within that period. All claims must contain the following information:

- Type and number of Products failed.
- Description of failure with supporting media (photos/video of installation area, connections, cable glands & equipment).
- Application, location, total hours burned and switching cycles/method (obtained through the switching regime code, CMS operating data or other industry standard maintenance schedule data).
- Invoice number and installation date.

In the event of faulty driver replacements, the Company reserves the right to charge the Customer a fee to diagnose and resolve the issue. Once the faulty driver(s) is/are returned to the Company and evaluated, the charge will be credited back to the Customer if the Products are found to be defective.

If the Products are not found to be defective after being returned to the Company:

- the Warranty claim will not be valid.
- the Company may charge the Customer for the associated handling costs.
- If the Products are being controlled using a CMS system, the CMS provider must be contacted first (prior to the Company) to run a diagnostic report and determine if that is the root cause of the failure.

## 8. Miscellaneous

This Warranty Policy is effective from purchases made after the date stated in the footer of this document and replaces any previous warranty policies.

Any disputes that arise in conjunction with this Warranty Policy shall be governed in accordance with UK law and with exclusive jurisdiction in the courts of England and Wales.

The Company reserves the right to modify this Warranty Policy from time to time and will be effective on all Products purchased on or after the modification date stated in the footer of this document.

This Warranty Policy must be read in conjunction with the Company's terms and conditions of sale.

In the event of conflict between the Warranty Policy and terms and conditions of sale, the Warranty Policy will prevail.

The Company reserves the right to discontinue Products at any time.

If a Product or part is no longer available following its withdrawal from the market, a suitable equivalent will be provided.