

# DRK Warranty Terms and Conditions

## Complete assurance of quality & reliability

We believe that a manufacturers' warranty is your assurance of quality and reliability. This is why all of our products are covered as standard by our five-year product guarantee.

With the exception of lamps and glass components, all other DRK Lighting Remedies Limited ("DRK") products ("Products") are subject to a minimum 5-year warranty ("Standard Warranty") which commences from the date the Product is first purchased. Within the Standard Warranty period, DRK will replace, repair, rectify or take back any Product which does not comply with the warranty set out in clause 7 of our standard terms and conditions, (available from our Customer services team by calling +44 (0) 20 7018 2202).

### 1: Conditions

Usage Limitations:

- Commercial use: Up to 12 hours per day, 6 days per week, 52 weeks per year. Totalling 18,720 over 5 years

1.1. Unless otherwise specified and confirmed in writing by the Seller (in its discretion) and subject to the buyer producing proof of purchase of the Goods, DRK warrants (on the detailed terms of its product guarantee available through our website or customer services department and subject to the exclusions therein) that the Goods will be free from manufacturing faults for a period of 5 years from the date the product is first purchased, provided the Goods are properly used for their intended purpose in accordance with DRK's applicable written operating instructions and provided that any such non-conformity is notified to the period of 2 months from the date on which the lack of conformity is detected. This warranty period may be replaced by the individual relevant warranty/guarantee terms for Goods as specified by DRK in warranty period that applies for the purposes of the remedies set out in Clause 1.4 below.

1.2. DRK warrants that it has a right to sell the Goods and that the Goods are free from any charge or encumbrance unknown to Buyer.

1.3. Is valid only if the date of purchase is verified by a valid invoice, DRK at its choice will replace with same product or one of the equivalent specification, repair, rectify or take back Goods that do not comply with the warranty set out in Clause 1.2 above or refund or credit the Buyer with the price of the Goods concerned BUT ONLY IF:-

1.4. Any defect appears within the warranty period and is notified in writing to DRK with full details within the warranty period or 7 days after its expiry and in any event promptly after noticing the defect;-

1.5 DRK is allowed and is afforded facilities to test Goods and is satisfied defects have not arisen after delivery or as a result of misuse;

1.6 The defect does not arise from fair wear and tear or acts of the Buyer or its customer including without limitation, willful damage, negligence, lack of proper maintenance or servicing, failure to follow DRK's instructions (whether oral or in

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writing) or misuse of alteration or repair of the Goods without DRK's approval; providing the Buyer can produce proof of purchase of the Goods to DRK.

1.7 Where DRK performs its obligations under this Clause, the Buyer shall not be entitled to treat delivery of Goods in accordance with these Conditions as ground for repudiating the Contract, failing to pay for Goods or cancelling further deliveries.

## 2: Exclusions

2.1. DRK shall not be liable for the repair or replacement of any Product in the event that it has failed due to any of the following:

- Non-compliance with installation and safety regulations given in the installation instructions
- Faults caused by the installer through installation errors including, but not limited to, connection to an incorrect or unstable power supply
- If the Product has not been installed by a qualified electrician or authorized DRK installer if applicable by law or regulation or as instructed by DRK
- Inappropriate use or intentional damage by the owner or third parties
- Repairs carried out by parties other than a DRK authorised representative
- External influences (e.g. weather, transit damage)
- Glass breakage and defective lamps excluding LED modules
- Use of non-approved parts such as lamps, care products and incorrect or third party supplied spare parts
- Accidental damage
- Exceeding the Product's usage limitations

2.2. DRK shall not be liable for labour costs. DRK shall not be liable for any loss of profit, or any special, indirect or consequential loss, or any costs, damages, charges, fees or expenses except for liability that DRK is not allowed to exclude by law.

2.3. Carriage costs of returned items are not covered by the Warranty.

## 3: Limitation of Liability

3.1. DRK's total liability in connection with the provision of the Products shall be limited to the price paid by the customer for that Product.

## 4: Services

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4.1. If upon inspection a faulty item is considered beyond repair, DRK reserves the right at its sole discretion to provide the customer with a new Product or one of equivalent specification.

### **5: Customer contact centre**

5.1. In the event of any technical queries, customers are requested to contact DRK for advice and, if necessary, to arrange a suitable time for a visit from a DRK authorised representative. For help please dial +44(0)20 7018 2202 Monday – Friday between 8.00 am and 5.00 pm, or email [info@drklighting.co.uk](mailto:info@drklighting.co.uk).