

WARRANTY



Warranty Conditions: these warranty conditions are referenced in our Conditions of Sale set out on our website and the Conditions of Sale prevail over these Warranty Conditions.

Warranty Period: please refer to our website, which states the warranty period for the Goods using one of the above labels. The Warranty Period starts on the date of invoice to the end user or, if the end user cannot provide proof of invoice, then the dispatch date from Bell Lighting. In respect of Clearance Goods and discontinued Goods that appear in the clearance section Bell Lighting's website, such Goods shall automatically be subject to 12 months warranty, regardless of the previously advertised warranty period.

Defined Terms: have the meaning set out in our Conditions of Sale, unless stated otherwise.

Warranty

- Bell Lighting warrants that its Goods shall comply with the Specification for the Warranty Period. Any non-compliance
 must be notified in writing to Bell Lighting with full details within the Warranty Period. The warranty covers Goods
 installed in the UK and Republic of Ireland only. A warranty for any other countries must be agreed in writing prior to
 installation.
- The warranty is provided to the purchaser of the Goods and the end user.

Our Promise

- If Goods does not comply with the Specification in the Warranty Period and none of the Warranty Exclusions below apply, Bell Lighting shall repair or replace products with a similar specification good within the Warranty Period free of charge.
- · For on-site warranty claims, Bell Lighting shall cover the essential cost of installation, which will normally include the costs of access equipment, subject to agreement between the Customer and Bell Lighting. For all other warranty claims such costs are excluded.
- The replacement Goods shall be warranted for the remaining length of the original warranty period. All Goods warranties are based on a burning period of 10 hours per day maximum.
- · Bell Lighting does not accept any responsibility for misuse of Goods or the incorrect repair, installation, or modification by the end user.
- · If Goods are no longer available, we will provide the closest alternative Goods or the value of alternative goods at its absolute discretion. If alternative Goods are not available, we will reimburse the warranty holder with price paid for the original Goods.
- · Bell Lighting shall, at its absolute discretion, determine the validity of all warranty claims and Bell Lighting's decision shall be final.

Warranty Claims

- The Warranty Period shall be subject to a representative of Bell Lighting having access to the failed Goods or system for verification of non-compliance.
- · Any claim under this warranty must be reported to Bell Lighting within 30 days of discovery and any Goods returned promptly to Bell Lighting at its request.
- Any claim under a Warranty must be made in writing and specify details of the Goods, purchase date, installation date, description of problem, number and percentage of failures, date-code of failures, application, hours burned and switching cycles.

Warranty Exclusions

- · Non-compliance with installation and safety instructions provided.
- · Goods must be installed by a qualified, competent electrician.
- · Any modifications or repairs to the Goods without Bell Lighting authorisation.
- · Damage caused by accident or neglect by a third-party user.
- · Products must be used with the operating temperature stated on the installation guide or Goods literature.
- · Products must be protected from voltage fluctuations that may cause damage.
- Products must be protected from humidity and condensation, within parameters of the IP rating for the Goods and <80% relative humidity.
- · Bell Lighting will not accept responsibility if damage is found to be caused by any chemicals in or around the installation site.
- Batteries and similar parts are covered for 12 months unless otherwise stated or agreed. It is vital that the battery packs within all luminaires are replaced after a four year period. All luminaires must be tested in accordance with BS EN 5266-8-2004. Increased frequency of testing may result in the premature replacement of a battery pack before the standard four year period. Batteries are supplied with a 12 month warranty only.
- · All emergency fittings must be tested in accordance with BS EN5266-8-2004. Test frequency is clearly stated in the installation guide, failure to complete the testing at correct periods may invalidate the warranty.
- · All on-site warranty claims are subject to an inspection by Bell Lighting Technical Staff who must be satisfied that the fault lies with Goods manufacture and workmanship.
- · For Goods without an on-site warranty, all labour costs, transport, site equipment and any other associated installation costs are excluded.
- Except where Bell Lighting states that its lamps are suitable for enclosed luminaries, lamps are not designed to be used in tightly enclosed luminaires where air flow is restricted and in such cases the warranty is invalid.
- This warranty does not apply to damage or failure to perform arising as a result of any act of god or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- Damage to the Goods, including but not limited to installation of the Goods for outdoor flood lighting caused by:
 - (1) exceeding the maximum air temperature stated on the Bell Lighting specification sheet;
 - (2) electrical surges over and above the surge protection specified in the Bell Lighting specification sheet;
 - (3) where linked to a Bell Lighting design specification but not operated in accordance with the terms and conditions in the design specification;
 - (4) installation and commissioning other than where carried out by Bell Lighting employees or third party contractors approved by Bell Lighting in writing; and
- (5) software supported by smart software providers, where the warranty is limited to the Goods hardware only and, further, Bell Lighting shall not be in any way liable for interference with systems that are not directly linked to the lighting system. All smart lighting systems may be subject to separate terms and conditions.

Scope of Warranty

· This warranty and the rights and remedies contained within it shall be the only warranties given by Bell Lighting in

relation to the Goods and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of quality or fitness for a particular purpose, which warranties are hereby disclaimed.Bell Lighting may provide other warranties, which to be valid must be in writing and signed from both the Sales / Commercial Director and the Technical Director of BELL Lighting.

This warranty sets out the entire liability and obligation of Bell Lighting to the Customer. The Customer acknowledges that it or their sole and exclusive remedy in connection with defective or nonconforming Goods supplied by Bell Lighting, whether or not such damages are based on any warranty not explicitly mentioned herein, tort, contract or any other legal basis, even if Bell Lighting has been advised or is aware of such defects. Bell Lighting accepts no liability under this Warranty to the end-user, contractor or installer or other third parties with whom the Customer may have a contractual relationship or to whom the Customer may owe a duty or care.

Limitations and Conditions

- This warranty excludes special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the warranty policy as published from time to time.
- Bell Lighting accepts no liability for electrical supply conditions, including supply spikes, over-voltage/under-voltage
 and Ripple Current control systems that are beyond the specified limits of the Goods and those defined by relevant
 supply standards (e.g. EN 50160 norms).

Bell Lighting is the trading name of British Electric Lamps Ltd Unit A Foxbridge Way, Normanton Industrial Estate Normanton, West Yorkshire.

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