



Warranty Statement

Lietcorp is a trading name for the commercial lighting division of Ocean-LED Limited (Company No: 05310852) (the "Company"). The Company provides the warranty service for all Lietcorp products.

To claim under your warranty please contact either the Company's Warranty Department at +44 (0)1455 637505 or the appointed Agents / Resellers where you purchased the Goods.

Before contacting us with regards to your warranty please note:

- a) you will need to provide the serial number of the part with the perceived problem and the relevant sales order reference number when you contact us;
- b) the detailed terms and conditions of this warranty are set out in Conditions 1 to 8 below;
- c) details of the warranty periods applicable to the various Lietcorp products are specified in Condition 7 below;
- d) Lietcorp lights are not for exterior or underwater use and submergence or exposure to water will invalidate your warranty;
- e) colour / intensity variation will always occur within the LED manufacture process. While we make every effort to match the colour and intensity of any replacement lights there may be a noticeable difference when installed next to existing lights. The Company therefore does not warrant that replacement products will exactly match the colour / intensity of the original lights;
- f) the extent of our liability is subject to certain limitations, these are set out in Condition 2 below; and
- g) the Company reserves the right to change the design, range and components it supplies without prior notification to any third party.

1. WARRANTY OF QUALITY

- 1.1. In the case of the Lietcorp branded goods manufactured and sold by the Company or its appointed Agents / Resellers (the "Goods") the Company warrants to the purchaser of the Goods (the "Buyer") that, the Goods supplied shall be of satisfactory quality within the meaning of Section 14 of the Sale of Goods Act 1979 (as amended).
- 1.2. The warranty set out in Clause 1.1 above:
 - 1.2.1. does not constitute a warranty that Goods sold with the same description will be absolutely identical. Colour / intensity variation will always occur within the LED manufacturing process and therefore any original Goods, repaired Goods or replacement Goods are only warranted to be within a reasonable tolerance of the described colour / intensity.
 - 1.2.2. is subject to the other provisions of these Conditions;
 - 1.2.3. is subject to any other terms and conditions notified to the Buyer by the Company upon delivery of the Goods; and
 - 1.2.4. is given and for the relevant period stated in Condition 7 below.



- 1.3. The Company shall not be liable for a breach of the warranty in Condition 1.1 above unless:
 - 1.3.1. the Buyer gives written notice of the defect to the Company, and to the carrier if the defect is as a result of damage in transit, within 14 days of the time when the Buyer discovers or ought to have discovered the defect;
 - 1.3.2. the Buyer returns such Goods to the Company (or such other location as the Company may reasonably specify in writing) at the Buyer's cost; and
 - 1.3.3. the Company is given a reasonable opportunity after receiving the returned Goods for an examination of the Goods to take place.
- 1.4. The Company shall not be liable for a breach of the warranty in Condition 1.1 above if and to the extent that:
 - 1.4.1. the Buyer makes any further use of such Goods after giving the Company the notice referred to in Condition 1.3.1 above;
 - 1.4.2. the defect arises because the Buyer failed to follow the Company's oral or written instructions as to storage, transportation, installation, commissioning, modification, use or maintenance of the Goods or (if there are no such instructions) good trade practice. For the avoidance of doubt the Goods are not suitable for exterior or underwater use and submergence or exposure to water will invalidate your warranty;
 - 1.4.3. the defect arises as a result of the Company following any drawing, design or specification supplied by the Buyer;
 - 1.4.4. parts are installed into an existing fitting that has not been assessed and given prior approval by the Company as to its suitability for use with the selected light engines that are to be fitted into it;
 - 1.4.5. the defect arises as a result of any default of, or caused by, the Buyer or (without limitation) as a result of any fair wear or tear, wilful damage, abnormal storage or working conditions, misuse, abuse, improper installation, neglect, or improper shipping by a party other than the Company;
 - 1.4.6. the Buyer alters, repairs or modifies the Goods without the written consent of the Company (proper and appropriate wiring and external connections are not considered alterations or modifications for the purpose of this Condition 1.4.6);
 - 1.4.7. the defect arises due to a cause beyond the Company's reasonable control, including, without limitation:
 - 1.4.7.1. act of God, explosion, flood, tempest, fire or accident, lightning;
 - 1.4.7.2. war or threat of war, national emergency, sabotage, terrorism, insurrection, protest, riot, epidemic, civil disturbance or requisition;
 - 1.4.7.3. Acts, restrictions, regulations, by-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;
 - 1.4.7.4. import or export regulations or embargoes; strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Company or of a third party);



- 1.4.7.5. restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials; or
- 1.4.7.6. power failure or breakdown in machinery.
- 1.4.8. the Company has notified the Customer of any modification(s) which the Company feels are necessary to protect the Goods from damage and such modification(s) have not been carried out;
- 1.4.9. a claim has been made where the ownership of the Goods is in dispute;
- 1.4.10. the parts were not purchased from an outlet authorised to sell the Goods by the Company (details of which are available on www.lietcorp.com)
- 1.4.11. the Goods have not been paid for in full within the agreed terms of purchase; or
- 1.4.12. the Goods are not fitted into one of the approved light fittings/fixtures set out on any light fitting schedule attached to this warranty document (if any). Where a new light fitting is specified which is not on the approved light fitting schedule the Buyer will forward a sample of the fitting for approval by the Company. The Company will be responsible for carrying out thermal testing on the fitting (such testing to be carried out at the Buyer's expense and at the Company's standard rates from time to time). If and when the new fitting is added to the approved light fitting schedule the Company reserves the right to provide fitting instructions specific to the fitting, where required, to ensure sufficient thermal protection is provided. This warranty will, where applicable, only apply to Goods fitted in accordance with such additional fitting instructions.
- 1.5. The Buyer shall provide the Company with all information reasonably requested by the Company in relation to the Goods, their installation and any warranty claim.
- 1.6. Subject to Conditions 1.2, 1.3, 1.4 and 1.5 above and 1.7 below, if any of the Goods do not conform with the warranty in Condition 1.1 the Company shall, at its option, repair or replace such Goods (or the defective part) without charge for labour or parts. Any Goods which are replaced shall belong to the Company. Once the Company has complied with this Condition 1.6 it shall have no further liability to the Buyer in respect of the Goods failure to comply with Condition 1.1 above.
- 1.7. Any repaired or replacement Goods shall be warranted on these terms for the unexpired portion of the warranty period of the warranty in Condition 1.1.
- 1.8. If replacement Goods are provided it is the Buyer's responsibility to install any such replacement Goods unless the Company has expressly agreed to carry out such installation in writing.
- 1.9. No variation to the terms of this warranty will be effective unless it is attached to this warranty as a signed addendum.

2. LIMITATION OF LIABILITY

- 2.1. These Conditions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of:
 - 2.1.1. any breach of these Conditions (howsoever arising);
 - 2.1.2. any defect in the Goods;



- 2.1.3. any use made or resale by the Buyer of any Goods, or of any product incorporating any of Goods; and
- 2.1.4. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the contract with the Buyer.
- 2.2. All warranty, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from this warranty and the contract with the Buyer.
- 2.3. Nothing in these Conditions excludes or limits the liability of the Company:
 - 2.3.1. for death or personal injury caused by the Company's negligence;
 - 2.3.2. under section 2(3) of the Consumer Protection Act 1987;
 - 2.3.3. for any matter which it would be unlawful for the Company to exclude or attempt to exclude its liability; or
 - 2.3.4. for fraud or fraudulent misrepresentation.
- 2.4. Subject to Condition 2.3 above:
 - 2.4.1. the Company's total liability in contract, (including without limitation negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the contract with the Buyer or (without limitation) in respect of the Goods shall be limited to the original purchase price of the Goods (ex VAT); and
 - 2.4.2. the Company shall not be liable to the Buyer under any circumstances (including, without limitation, in contract, negligence, breach of statutory duty, misrepresentation, restitution or otherwise) for any indirect or consequential loss, including, without limitation:
 - 2.4.2.1. loss of profits;
 - 2.4.2.2. loss of business or contracts;
 - 2.4.2.3. damage to property;
 - 2.4.2.4. loss of anticipated saving; or
 - 2.4.2.5. loss of goodwill,which arise out of or in connection with the contract with the Buyer or (without limitation) the Goods.

3. THIRD PARTY RIGHTS

- 3.1. No term of any contract formed between the Buyer and the Company shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

4. ENTIRE AGREEMENT

- 4.1. These Conditions and the documents referred to in them constitute the whole agreement and understanding of the parties and supersede and extinguish any previous arrangement, understanding or agreement between them relating to a warranty for the Goods.



- 4.2. The Buyer acknowledges that, in agreeing to these Conditions, it has not relied on any statement, representation, assurance or warranty (whether made negligently or innocently) other than those expressly set out in these Conditions or the documents referred to in them.
- 4.3. The Buyer agrees that all liability for and remedies in respect of any representations are excluded except as expressly provided in these Conditions.

5. ASSIGNMENT

- 5.1. The Buyer may not assign or transfer or sub-contract any of its rights, benefits or obligations under these Conditions without the prior written consent of the Company.

6. APPLICABLE LAW

- 6.1. Each of (a) the sale of the Goods to the Buyer, (b) these Conditions, and (c) any disputes or claims arising there from or in connection therewith (contractual or non-contractual) shall be governed by and construed in accordance with the law of England. The Buyer and the Company irrevocably agree that the Courts of England have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with the foregoing.

7. PERIODS OF WARRANTY

Ref:	PRODUCT	PERIOD OF WARRANTY
1.	LIET 3 & 6 Units	5 Years manufacturer's warranty.
2.	LIET d-series Units	5 Years manufacturer's warranty.
3.	LIET pl-series Units	5 Years manufacturer's warranty.
4.	LIET linear Units	5 Years manufacturer's warranty.
5.	LIET HB Series Units	5 Years manufacturer's warranty.
6.	LIET 2D Units	5 Years manufacturer's warranty.
7.	The 230 volt Power supplies	5 years manufacturer's warranty.
8.	The 12 volt Power supplies	5 years manufacturer's warranty.
9.	Dimming Interface Modules	5 years manufacturer's warranty.
10.	Candle Bulb 12 volt Unit	3 years manufacturer's warranty.
11.	Candle Bulb 230 volt Unit	2 year manufacturer's warranty.
12.	Amphibian (all variants)	3 years manufacturer's warranty.
13.	GU10 mains voltage replacement bulbs	5 years or 20,000 hours, whichever occurs first.
14.	MR16 low voltage replacement bulbs	5 years or 20,000 hours, whichever occurs first.