

 Lanseria Corporate Estate, R512 Pelindaba Road,  
Unit 2 Lancaster Place, Electron Lane, Lanseria, 1747  
 PO Box 20, Muldersdrift, 1748  
 (011) 462 0251  
e- [www.genesisonelightning.com](http://www.genesisonelightning.com)

18 January 2021

## **Limited Product Warranty:**

GENESIS ONE LIGHTING is an official distributor and supplier of Sylvania and GENESIS ONE LIGHTING branded products. We are committed to the high quality of the products we offer and the lifetime (L rating) promise provided. GENESIS ONE LIGHTING has exercised the utmost care in the design and manufacture of its products in order to guarantee, as far as possible, their maximum safety, performance and risk free operation when used correctly.

GENESIS ONE LIGHTING offers a back-to-back factory warranty whereby if the Lamp or Fitting fails during the warranty period, due to a product fault or defect, we will replace it free of charge under warranty, subject to the following warranty policy terms and conditions:

- 1) This warranty only covers products used within their 'intended' or 'normal use' under operating conditions in accordance with the information on the Products and their packaging.
- 2) The installation of the Goods should only be carried out by a competent person, in accordance with the instructions supplied with the Goods, and relevant standards. GENESIS ONE LIGHTING will not be held responsible for failure of any Goods due to installation in an improper environment, installation not in accordance with relevant regulations, improper working practice, misuse, negligent storage or accidental damage. All of the Goods incorporating electronic components are protected against damage, which may result from transient voltages on the mains supply. The level of protection incorporated is generally in excess of the minimum level specified in the current international standards. It is the installer's responsibility to ensure that electronic equipment is not subjected to transients above the international immunity standards. GENESIS ONE LIGHTING does not take responsibility for damage to any Goods caused by excessive mains transients.
- 3) In the case of controllers or components such as LED modules, the mean nominal failure rate is 0.4% / 1.000 hours of operation, unless expressly indicated otherwise. A decreasing of luminous flux in the case of the LED modules is up to 0,6 % every 1.000 hours and a colour point shift over the service life of LED modules shall be considered as the state of technology and thus not covered by the warranty. The luminous flux and performance of new LED modules are subject to a tolerance of  $\pm 10\%$ . Lighting technology has some amount of gradual light degradation (output and/or color) over the life of the products. The Company's products are designed to minimize degradation, but some light degradation and color shift is a normal part of the life span of any LED lighting system
- 4) This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and 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 under these terms and conditions.
- 5) The warranty is invalid in the case of improper use or installation, tampering, removal of the Q.C date label, installation in an improper working environment or installation not according to the current electrical regulations and/or manufacturer's instructions.
- 6) The warranty is invalid in the case of more than 10 consecutive hours of use during a 24-hour period unless agreed in writing by Genesis One Lighting.
- 7) The electrical installation in which the Product operates is not subjected to voltage fluctuations in a range exceeding 230V +/- 10%. NOTE: GENESIS ONE LIGHTING cannot be held liable for electrical supply conditions, including supply spikes and over-voltage/under-voltages that are beyond the specified limits of the products and those defined by relevant supply standards.



- 8) Products, for which the Warranty is given, GENESIS ONE LIGHTING shall be free to decide at its sole discretion whether to repair or replace the product with the same type or equivalent product (subject to any technological progress that has occurred as from the release of the original Product) or pro-rated refund of the purchase price of the product is purchaser's exclusive remedy, and GENESIS ONE LIGHTING's entire liability will not exceed the purchase price of this product. In the case of replacement, lighting properties may vary from the original product due to technical progress and usage-induced change in the luminous flux and light colour of products.
- 9) Where a specific test report is required, this must be requested in writing prior to the Goods being returned.
- 10) **Specific exclusions:** GENESIS ONE LIGHTING excludes from the warranty any claims related to failures of products where the purchaser has opted to purchase LED drivers from a third party and where the product failure is directly attributed to the driver.
- 11) This warranty does not apply to products that have been modified, improperly installed or used in conditions other than which they are intended. Product that will be purposed for use with an emergency battery back-up, will only carry a warranty if the wiring of the battery back-up has been done or approved by GENESIS ONE LIGHTING
- 12) So far as permitted by statute, GENESIS ONE LIGHTING shall not be liable for loss or damage whether direct or consequential and whether suffered by or occasioned to the CUSTOMER, its employees or agents, or to any third party. For the avoidance of doubt, GENESIS ONE LIGHTING does not accept responsibility for any installation costs associated with replacement of a faulty unit
- 13) If GENESIS ONE LIGHTING chooses to replace the Product and is not able to do so because it has been discontinued or is not available, GENESIS ONE LIGHTING reserves the right to refund the purchaser or replace the product with a comparable product (such product may show small deviations in design and/or product specification).
- 14) This warranty does not apply to damage or failure to perform arising as a result of any Acts 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 that may be relevant.
- 15) Conditions of warranty
  - a) The lamp/ fixture operating temperature at the T<sub>p</sub> location specified on the data sheet never exceeds a value more than 10°C higher than the nominal T<sub>p</sub> temperature specified in the data sheet; and
  - b) Relative humidity in the installation never exceeds 80% RH or never exceed the IP rating of the product if any is provided; and
  - c) Products are operated with a minimum 10 mm free air around the body of the lamp in all areas with the exception of that part of the lamp defined as the cap in IEC 60061; and
  - d) Product are not subjected to a number of fast switches (time between "on" and "off" is less than 10 minutes) which exceeds the nominal value specified on the lamp data sheet; and
- 16) Goods returned as defective but found on inspection to be in good order, will be returned to the CUSTOMER subject to a handling charge.
- 17) Goods out of guarantee or those used outside an approved manner will normally be scrapped unless GENESIS ONE LIGHTING has had specific disposal instructions.
- 18) All warranty periods mentioned are subject to a GENESIS ONE LIGHTING representative having access to the failed product or system for verification of the failure, specifying at least the following information (additional info may be required on request):
  - a) details of the failed Products: including application information and estimated hours burned;
  - b) installation date and/or invoice date;
  - c) detailed problem description, number and % of failures, date-code of lamp that failed;
  - d) GENESIS ONE LIGHTING reserves the right to carry out an audit of the lighting installation and test the concerned lamps or fittings to determine the causes of the failure & applicability of the present warranty. To this end, at GENESIS ONE LIGHTING's request, one of its representatives shall be given an easy access to the installation in order to be able to carry out the necessary quality inspections to determine the failure cause. GENESIS ONE LIGHTING reserves the right to make the final decision on the validity of any warranty claim.
  - e) In the event that the CUSTOMER is notified of a fault found in the product GENESIS ONE LIGHTING must be notified within 7 (seven) days at which point GENESIS ONE LIGHTING shall be entitled to inspect the installation of the Goods and the Goods before the Goods are removed from the position where it has been installed.



- f) Should GENESIS ONE LIGHTING not be notified within 7 (seven) days and / or should GENESIS ONE LIGHTING not be given an opportunity to inspect the Goods as described above, GENESIS ONE LIGHTING shall have no further obligations to the CUSTOMER in respect of the Goods, specifically any guarantee of the parties shall be deemed to be waived.  
Upon receipt of communication regarding a faulty fitting the following process will typically take place subject to product availability:  
Replacement fitting/s will be despatched and delivered within 72 hours (Unless import is required) via a local courier service;
- g) Faulty fittings/s will be collected from the customer;
- h) GENESIS ONE LIGHTING will invoice the replacement fitting and pass credit once the faulty fitting has been returned;
- i) The non-conforming or defective Products shall become GENESIS ONE LIGHTING's property as soon as they have been replaced; NOTE: Where a warranty claim is not justified, GENESIS ONE LIGHTING may charge the Customer for returned Products that are not found to be defective or nonconforming together with the freight, testing and handling costs associated therewith.
- 19) Replacement fittings are warranted from date of original purchase date and not from the date of re-installation. Please refer to the Product Specification Sheets for all applicable Warranty periods. Where a period is not stated, the Warranty period is five (3) years
- 20) These terms and conditions state GENESIS ONE LIGHTING's entire liability and obligation to the CUSTOMER and CUSTOMER's sole and exclusive remedy in connection with defective or nonconforming Products supplied by GENESIS ONE LIGHTING to the CUSTOMER, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, Contract or any other legal theory, even if GENESIS ONE LIGHTING has been advised or is aware of such defects.

---

Leon Chapman  
Managing Director  
**18 Jan 2024**