

Application of the warranty:

Your GISMAN's light is covered by the terms and conditions of warranty as set out below, from the date of invoice.

Please ensure that you have the details of your purchase and its serial number.

GISMAN will remedy any defect or non-conformity within 3 years, according to the terms and conditions described below:

During a first period of 12 months following the invoice date, GISMAN undertakes to repair or replace, at its sole discretion, the defective light.

For a second period of 13 months to 36 months following the invoice date, GISMAN undertakes to repair or replace, at its sole discretion, the defective light, with the exception of a defect resulting from the battery.

GISMAN shall be entitled to use new or reconditioned parts, at its sole discretion, to remedy the defect of the light giving rise to the application of the warranty. All replaced parts become the sole property of GISMAN.

The repaired light will be covered by the GISMAN warranty, for the remaining warranty period from the date of invoice.

The equipment must be sent to GISMAN, freight prepaid. GISMAN will pay the return shipping costs according to the type of freight of its choice, excluding all taxes, duties and fees payable in the country of destination.

Conditions and limitations of the warranty:

1. The warranty is applicable to GISMAN's LED lights manufactured from 01/08/2022 onwards.

2. The warranty is not applicable in the following cases:

- a. the defect is due to normal wear and tear of the light;
- b. the defect is due to improper setting of the light parameters by the Client;
- c. the light has been installed in a location that does not allow for sufficient solar load, in particular during the winter months, without GISMAN having been informed in advance so that it can make the appropriate adjustment (please refer to our Solar Calculator on line) and confirm that the warranty will apply;
- d. the light has been used, handled, installed or stored in a manner other than in accordance with the instructions in the user manual and any other information or instructions provided to the Client by GISMAN or its Representative;
- e. the light has suffered from a lack of maintenance, has been damaged by accident or negligence or during transport;
- f. the defect of the light is due to the fact that it has been repaired or altered by any person other than GISMAN personnel or repair personnel duly authorised by GISMAN;
- g. the defect of the lamp is due to an improper input voltage, including lightning strikes;
- h. the original marking and in particular the brand and/or serial number have been altered or removed;
- i. the light is a component of equipment covered by the warranty of another manufacturer or service provider;
- j. the defect is the result of force majeure, flooding or a sandstorm.

3. The Client must notify GISMAN in writing and without delay of any defect as soon as it appears, accompanied by a copy of the purchase invoice as well as the serial number of the light presenting the defect. In no case shall this notification be issued more than 8 days after the expiry of the warranty period as defined above.

The notification must contain a description of the defect.

If the Client does not notify GISMAN in writing of the defect within the above-mentioned period, he loses his right to the warranty.

No light will be returned by the Client without prior written consent of GISMAN.

The complaint made by the Client under the conditions and according to the terms described in this warranty does not suspend the payment by the Client of the invoice for the light.

4. GISMAN is not liable for the costs incurred by the Client to access the failed light and in particular, but not limited to, the costs of retrieving then installing the light including disassembly and reassembly of related equipment.

5. This warranty is not transferable and applies only to the first purchaser, end user of the light.

6. This warranty is limited to the repair or replacement of the defective light.

No other direct or indirect liability can be held against GISMAN and, in particular, no compensation can be claimed from GISMAN for damages, damage to property other than the light, or personal injury.

Furthermore, under no circumstances shall GISMAN be held liable to compensate for direct or indirect immaterial damage such as operating losses, loss of profit, loss of opportunity, loss of contract, commercial loss, loss of profit, etc...

7. GISMAN has full discretion to determine the validity of any claim under the warranty. Upon receipt of the light with a defect, GISMAN shall check it and inform the Client whether the claimed defect is covered by this warranty. GISMAN reserves the right to charge a fee when a warranty is claimed and no defect can be found.

8. The warranty as described above is the only warranty given by GISMAN with regard to its range of LED lights.

9. GISMAN reserves the right to modify the design of any light without obligation to purchasers of previously manufactured lights and to change the prices or specifications of any product without notice or obligation to anyone.

10. The warranty does not cover damage caused by incorrect operation during the battery replacement in self-contained lanterns.

11. All disputes relating to the application and interpretation of this warranty shall be subject to the exclusive jurisdiction of the Commercial Court of Nantes, which shall apply French law.