



CUCUMBER LIGHTING CONTROLS WARRANTY POLICY

(Please read in conjunction with our Terms and Conditions, Privacy Policy and EULA Policies)

Definitions

1.1. The following definitions and rules shall apply:

"Company" means Cucumber Lighting Controls Limited (company registration number 13980658) whose registered office is 3 Coventry Innovation Village, Cheetah Road, Coventry, West Midlands, United Kingdom, CV1 2TL, and/or any of its associated companies;

"Customer" means the person, firm or company who wishes to purchase the Products, as identified in the Order;

"Products" means sensors of any type, system component or any other products or services that the Company agrees to sell to the Customer, as identified in the Order Acknowledgment;

"Warranty Period" means a period of seven (7) years commencing on the date of the relevant invoice.

Unless otherwise defined in this Warranty Policy, capitalised terms used in this Warranty Policy shall have the meanings given to them in the Company's Terms and Conditions of Sale applicable to the relevant Contract.

2. Scope of Warranty Policy

2.1. This Warranty Policy sets out the terms and conditions of the Company's warranty in respect of the Products and must be read in conjunction with the Company's Terms and Conditions of Sale.

2.2. This Warranty Policy applies only to the hardware components of the Products. Software, software functionality and software elements are not covered by this Warranty Policy.

3. Warranty

3.1. Subject to the terms, conditions and exclusions set out in this Warranty Policy and the Company's Terms and Conditions of Sale, the Company warrants that the hardware components of the Products will be free from defects in materials and workmanship for the Warranty Period.

3.2. The Warranty Period commences on the date of the relevant invoice and applies only to Products bearing the Cucumber Lighting Controls name or mark.

4. Warranty Claims During the First 12 Months

4.1. Where the Company accepts that a Product has a defect covered by this Warranty Policy during the first twelve (12) months of the Warranty Period, the Company may, at its sole discretion:

4.1.1. repair the defective Product on site;

4.1.2. require the defective Product, or the relevant component, to be returned to the Company or its nominated repair facility for repair;

4.1.3. replace the defective Product or relevant component; or

4.1.4. issue a credit in respect of the defective Product.

4.2. The Company shall not be responsible for the removal, disconnection, reinstallation or recommissioning of any defective or replacement Product, or for any costs associated with such works, unless expressly agreed otherwise in writing by the Company.

4.3. Where the Company requires a defective Product or component to be returned for inspection, testing or repair, the Customer shall be responsible for the costs of returning it to the Company or its nominated location.

5. Warranty Claims During Years 2 to 7

5.1. Where the Company accepts that a Product has a defect covered by this Warranty Policy after the first twelve (12) months but during the remainder of the Warranty Period, the Company may, at its sole discretion:

5.1.1. require the defective Product, or the relevant component, to be returned to the Company or its nominated repair facility for repair;

5.1.2. replace the defective Product or relevant component; or

5.1.3. issue a credit in respect of the defective Product.

5.2. The Company shall not be responsible for the removal, disconnection, reinstallation or recommissioning of any defective or replacement Product, or for any costs associated with such works, unless expressly agreed otherwise in writing by the Company.

5.3. Where the Company requires a defective Product or component to be returned for inspection, testing or repair, the Customer shall be responsible for the costs of returning it to the Company or its nominated location.

6. On-Site Repairs

6.1. Where the Company elects, at its sole discretion, to carry out an on-site repair under Clause 4, such repair shall ordinarily be carried out during the Company's normal working hours of 9:00am to 5:00pm, Monday to Friday, excluding public holidays in England.

6.2. On-site warranty repairs are available only for sites within the United Kingdom and are subject to engineer availability, reasonable site access and compliance with the Company's applicable site attendance requirements.

6.3. Nothing in this Warranty Policy shall require the Company to provide an on-site repair where the Company elects to provide another remedy available under this Warranty Policy.

7. Conditions of Warranty

7.1. To qualify for a remedy under this Warranty Policy, the Company must be reasonably satisfied that the Product has become faulty as a result of defective materials or workmanship during the Warranty Period.

7.2. The Warranty shall not apply where:

7.2.1. the Product has not been properly stored, installed, commissioned, used or maintained in accordance with the Company's instructions, installation guides, technical documentation or, where no such instructions have been provided, good trade practice;

7.2.2. the Product has been operated outside its specified ratings, environmental conditions, technical limitations or other applicable Product specifications;

7.2.3. any identifying label, serial number or other identifying mark on the Product has been deliberately removed, defaced or altered;

7.2.4. the Product has been altered, modified, dismantled or repaired by any person without the Company's prior written consent;

7.2.5. the defect or damage has been caused or contributed to by incorrect installation, misuse, neglect, accidental damage, external electrical conditions, third-party equipment or any other cause which is not attributable to defective materials or workmanship; or

7.2.6. the Customer continues to use the Product after becoming aware of a defect where such continued use causes or contributes to further damage.

8. Products Found Not to Be Defective

8.1. Where a Product is returned to the Company in connection with a Warranty claim and, following inspection or testing, the Company reasonably determines that the Product is not defective or that the defect is not covered by this Warranty Policy, the Warranty claim shall not be accepted.

8.2. In such circumstances, the Company reserves the right to charge the Customer for reasonable inspection, testing, handling and administration costs incurred in assessing the Product, together with any applicable return or delivery costs.

9. Software and Firmware Updates

9.1. The Customer shall ensure that all software and firmware updates required by the Company for the proper operation and maintenance of the Products are applied in accordance with the Company's instructions.

9.2. The Warranty shall not apply where a defect or damage has been caused or contributed to by:

9.2.1. a failure to apply a software or firmware update required by the Company; or

9.2.2. the installation, attempted installation, modification or use of unauthorised third-party software, firmware or other software components in connection with the Product.

9.3. Unless otherwise expressly agreed in writing by the Company, responsibility for carrying out required software and firmware updates rests with the installer and/or user of the Product.

10. Warranty Claims and Supporting Information

10.1. A Customer making a claim under this Warranty Policy must provide the Company with sufficient information to enable the Company to identify the Product and assess the claim, including:

10.1.1. a copy of the relevant invoice or other proof of purchase acceptable to the Company;

10.1.2. the Product part number and, where applicable, serial number;

10.1.3. a description of the nature of the alleged defect;

10.1.4. details of the location and installation in which the Product is being used; and

10.1.5. such other information as the Company may reasonably request in order to investigate or assess the claim, including photographs, videos, installation details, commissioning information or test results.

10.2. The provision of the information referred to in Clause 10.1 does not of itself constitute acceptance by the Company that a Product is defective or that a claim is covered by the Warranty.

11. Notification of Warranty Claims

11.1. In the case of any defect or damage which is apparent on delivery, the Customer must give written notice to the Company within fourteen (14) days of delivery.

11.2. In the case of any defect which is not apparent on delivery but which arises or becomes apparent during the Warranty Period, the Customer must give written notice to the Company within seven (7) days of the Customer becoming aware, or when it ought reasonably to have become aware, of the defect.

11.3. Following notification of a defect, the Customer must not make any further use of the affected Product unless expressly authorised in writing by the Company.

11.4. The Company must be given a reasonable opportunity to examine, inspect and test the affected Product and investigate the circumstances of the alleged defect before any remedy under this Warranty Policy is provided.

12. Access and Associated Costs

12.1. Unless expressly agreed otherwise in writing by the Company, the Company shall not be responsible for the provision or cost of any specialist access equipment, lifting equipment, scaffolding, platforms, access panels or other equipment or works required to gain access to, remove, inspect, repair, replace, reinstall or recommission a defective Product.

12.2. Any such equipment, access or works required in connection with a Warranty claim shall be arranged and provided by the Customer at the Customer's cost.

13. Replacement and Repaired Products

13.1. Where a Product or component is replaced or repaired under this Warranty Policy, the replacement or repaired Product or component shall be covered for the remainder of the original Warranty Period applicable to the Product which it replaces or relates to.

13.2. The supply of a replacement Product or component, or the repair of a Product or component, shall not restart or extend the original Warranty Period.

14. Liability

14.1. Subject to Clause 14.3, the Company shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty or otherwise, for any loss of profit, business, revenue, anticipated savings, production, contract or business opportunity, goodwill or reputation, or for any indirect or consequential loss, arising out of or in connection with the Products, a Warranty claim or this Warranty Policy.

14.2. Without limiting Clause 14.1, the Company shall not be responsible under this Warranty Policy for costs associated with the removal, disconnection, access, return, transportation, reinstallation, recommissioning or testing of a defective or replacement Product, except to the extent expressly agreed otherwise in writing by the Company.

14.3. Nothing in this Warranty Policy shall exclude or limit the Company's liability for death or personal injury caused by its negligence, liability under section 2(3) of the Consumer Protection Act 1987 (where applicable), fraud or fraudulent misrepresentation, or any other liability which cannot lawfully be excluded or limited.

14.4. Subject to Clauses 14.1 and 14.3, the Company's total aggregate liability to the Customer arising out of or in connection with the relevant Contract, the Products, any Warranty claim or this Warranty Policy, whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the total Price payable by the Customer for the Products under the relevant Order.

15. Governing Law and Jurisdiction

15.1. This Warranty Policy and any dispute or claim arising out of or in connection with it, its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

15.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Warranty Policy, its subject matter or formation (including non-contractual disputes or claims).

16. Changes to this Warranty Policy

16.1. The Company reserves the right to amend or update this Warranty Policy from time to time.

16.2. Any amendment or update to this Warranty Policy shall apply only to Products purchased on or after the effective date of the amended or updated Warranty Policy, unless otherwise expressly agreed in writing between the Company and the Customer.

16.3. The Warranty Policy applicable to a Product shall be the version in effect on the date of the relevant invoice.

17. Relationship with the Company's Terms and Conditions

17.1. This Warranty Policy must be read in conjunction with the Company's Terms and Conditions of Sale applicable to the relevant Contract.

17.2. This Warranty Policy supplements the Company's Terms and Conditions of Sale and sets out additional terms applicable to the Company's hardware warranty.

17.3. In the event of any conflict or inconsistency between this Warranty Policy and the Company's Terms and Conditions of Sale, the Company's Terms and Conditions of Sale shall prevail to the extent of that conflict or inconsistency.

17.4. Nothing in this Warranty Policy shall extend, exclude or limit any liability of the Company to the extent that such liability cannot lawfully be extended, excluded or limited.

18. Discontinued Products

18.1. The Company reserves the right to modify, replace or discontinue any Product or component at any time.

18.2. Where a Product or component covered by this Warranty Policy has been discontinued or is otherwise no longer available, the Company may, at its discretion, provide a replacement Product or component which the Company reasonably considers to be an appropriate equivalent or alternative.

18.3. Where the Company is unable to provide an appropriate equivalent or alternative replacement, the Company may exercise any other remedy available to it under this Warranty Policy and the Company's Terms and Conditions of Sale.

Cucumber Lighting Controls Limited keeps this Warranty Policy under regular review. The current version is available on the Company's website. This Warranty Policy was last updated in September 2026.