

## 1. **General**

These guarantee provisions are to be read in conjunction with the prevailing General Terms and Conditions for the sale of Techmar lighting products or with any other terms and conditions agreed between Techmar and the buyer.

In addition to these guarantee provisions, the (General) Terms and Conditions of Techmar remain effective and legally valid. In the event of any discrepancies between these guarantee provisions and the (General) terms and conditions relating to the products, the guarantee provisions will prevail.

According to the conditions and provisos of the guarantee as specified below, Techmar guarantees that the products will be free of defects.

Under the terms of these guarantee provisions, a defect (or defective product) means that a product has a material or construction fault that makes it largely impossible for the product to perform in accordance with the agreed specifications. The buyer has a guarantee to the product during the guarantee period subject to the provisions below.

- The guarantee applies to the Ludeco outdoor lighting fixtures with accessories. The included light sources are hereby excluded.
- The guarantee period for Ludeco outdoor lighting fixtures with accessories comprises 2 years.
- The guarantee only applies to products working in an ambient temperature of a minimum of -20 C and a maximum of + 50 C.
- For end users/consumers, the guarantee period starts on the purchase date, for resale organisations, distributors or dealers, it starts on the delivery date.
- The guarantee period no longer applies if/in case the specific product properties have been changed by others than those authorised by Techmar, or in case Techmar products are joined or connected to products other than Techmar products.
- Dimming and the application of network-control systems affect the guarantee.
- The guarantee only applies if the product is used, installed and maintained properly in accordance with our instructions in the product manual, where necessary allowing for the specific tolerances on luminous flux and system power as stated in the accompanying product documentation/manual.
- The buyer cannot rely on any other information or documentation.
- The products must have been purchased directly from Techmar or from a resale organisation, distributor or dealer of Techmar.
- The proof of purchase of the products must be present and available to Techmar.

## 2. **Terms and conditions:**

The guarantee offered by Techmar only applies to the buyer. If the buyer is a reseller, distributor or dealer recognised by Techmar, the product is also covered by the same guarantee. If so requested, the product must be returned by the buyer who appeals to the guarantee within the applicable guarantee period, so that after investigation, Techmar is able to determine whether the product concerned fails to comply with this guarantee. If a product does not perform in

accordance with this guarantee, Techmar will provide a replacement for the defective product free of charge, or Techmar will, at its discretion, repair or replace the defective part of the product or refund the purchase price paid to the buyer. If Techmar opts for replacement of the product and it turns out that this is not possible due to the fact that it is no longer produced or not available, Techmar may refund the purchase amount or replace the product with a comparable product (which may slightly differ in design and product specifications). No representative, distributor or dealer is authorised to replace, change or extend any aspect of the guarantee provisions on behalf of Techmar.

This guarantee does not apply to damage or non-performance due to force majeure or misuse, improper use, deviant use or use that violates applicable standards, regulations or instructions for use, including but not limited to those adopted in the latest safety, industry and/or electricity standards.

This guarantee is void if repairs or changes to the product are carried out by anyone whomsoever without written permission from Techmar.

The purchase or delivery date of the product must be clearly traceable. Techmar reserves the right to make a final decision regarding the validity of any guarantee claim. See also under 5: restrictions.

### 3. **Guarantee claims:**

- If delivery is carried out in stages (with or without commissioning) the guarantee period for the product concerned does not start on the purchase or delivery date, however on the invoice date, unless otherwise confirmed by Techmar.
- No products are covered by these guarantee provisions if the buyer is in default according to the General Terms and Conditions with regard to his payment obligations.
- For entitlement to a valid guarantee claim, the buyer must immediately inform Techmar or its representative (resale organisation, distributor or dealer) of any alleged defective product before the end of the guarantee period.

Further to this, Techmar's obligations under this guarantee are subject to the following conditions:

- The buyer must have proof of purchase for the Product available for inspection;
- The buyer must, immediately and no later than thirty (30) days after discovery, submit claims under this guarantee to Techmar or its representative (resale organisation, distributor or dealer) and thereby supply at least the following information about the defective product:
  - name and/or type number of the product;
  - details about the (claimed) defect, including the number of faults;
  - the applicable purchase, delivery or invoice date and details about the application, location, period of use (estimate of the number of actual burning hours) and anything else that may be needed for Techmar to assess the alleged defect;

- the buyer provides Techmar or Techmar's representative (resale organisation, distributor or dealer) with the product, with regard to which the buyer appeals to these guarantee provisions, for further analysis if requested;
- any legal proceedings concerning any guarantee claim must be started within one (1) year after the date of the claim.

Any claim that has not been reported or submitted in accordance with the preceding sentence is null and void.

- At Techmar's discretion, Techmar's guarantee obligations are limited to either the repair or the delivery of a replacement product of the defective product within a reasonable period of time, or to an appropriate refund of its purchase price.

Repairs, replacements or rectifications do not result in an extension or renewal of the applicable guarantee period. Techmar reserves the right, at its discretion, to replace a defective product covered by the guarantee with a product that slightly differs in design and/or product specifications to the extent that the performance of the Product is not affected by it. Techmar may charge the buyer for the reasonable costs it has incurred with respect to an alleged defect or returned product that does not appear to be a defect, including reasonable costs for transport, testing and handling.

#### 4. **No tacit or other guarantees:**

- The guarantee and remedies in the terms of the limited guarantee are the only guarantees provided by Techmar with regard to the products, and are provided in lieu of any other guarantees, whether express or implied, including but not limited to guarantees of merchantability or suitability for a specific purpose of use, which guarantees are hereby rejected.
- These guarantee provisions state the full liability and obligation of Techmar in respect of the buyer and are the sole and exclusive remedy of the buyer in relation to defective or non-compliant products supplied by Techmar to the Buyer, regardless of whether the damage is based on a guarantee that is not explicitly mentioned in these terms and conditions, an unlawful act, a contract or other legal theory, even if Techmar has been informed or Techmar is aware of these defects.

#### 5. **Restrictions:**

- Techmar does not guarantee whether or not products infringe any patent, trademark, copyright, design right or other right to the intellectual property of third parties, and with regard to any right of third parties, Techmar only transfers such rights to the extent Techmar holds such rights in respect of the buyer, provided that Techmar guarantees that it was not actually (or not reasonably) aware of such an infringement at the time of acceptance of the buyer's order.

Techmar has no guarantee obligations if it appears that an alleged defect has occurred as a result of the following:

- Any form of force majeure or natural disaster.

In the event and to the extent force majeure is not defined in the General Terms and Conditions, force majeure means and includes any circumstance or incident that is reasonably beyond Techmar's control - whether or not these could be anticipated at the time of the agreement was concluded - and as a result of which Techmar cannot be required to fulfil its obligations, including force majeure or default on the part of Techmar's suppliers.

- Lightning.
- Condition of the electrical supply including current peaks, over/undervoltage and ripple currents on control systems exceeding the specified limits of the product and that are established by relevant power standards (e.g. EN 50160 standards).
- Incorrect wiring, installation or maintenance of products not carried out by (or for) Techmar.
- Failure to comply with the Instructions or guidelines imposed by Techmar for the installation, operation, application, maintenance or environment or any other document that comes with the products or with the applicable safety, industry, and/or electricity standards or rules:
- Failure to use the products for the purposes for which they were designed.
- Exposure to excessive wear, lightning, neglect, negligence, accidents, misuse, abuse, improper or abnormal use of the products.
- Any attempt to repair, change or alteration not approved in writing by Techmar.
- Use of LED products without allowance for the application instructions with regard to possible contamination or cleaning.