

WARRANTY CONDITIONS

Illuxtron International provides a 7-year manufacturer's warranty on its lighting products. Illuxtron International guarantees that when used in the intended manner, the products are free of material, design and manufacturing faults. This warranty applies within the European Union and the countries of the European Free Trade Association for products delivered after 1 May 2015.

Scope of the warranty

1. The warranty period starts on the date of the invoice and ends on the same day in the same month 7 years later, and covers material, design and manufacturing faults.
2. The warranty applies only to lighting products delivered and used in countries belonging to the European Union or the European Free Trade Association (EFTA)
3. The warranty covers only the lighting products we delivered, but not their installation.
4. The warranty lapses immediately when modifications are introduced, repairs done or disruptions resolved without prior express permission from Illuxtron International.

Conditions

5. Condition for the validity of the warrant is that the products
 - a. are used according to the application specifications and the lighting fixtures are fitted with the power supply, cables and connectors recommended by Illuxtron International
 - b. are installed and put into operation by a certified electrotechnical company according to the applicable assembly instructions, and the installation conforms to the norms for electrical lighting installations applicable in the country in question
 - c. are handled according to the maintenance instructions, if such instructions are given in the assembly instructions
 - d. are not exposed to unusual circumstances including the electricity that is supplied, such as excessive surges, supply pollution, too high or too low voltages, ripple voltage that lies under or above the specific limits of the products that were set with regard to the standards for electricity supply, for example the EN 50160 standard.
 - e. are not exposed to mechanical and physical loads that cannot be considered as intended for that system.
 - f. are not exposed to environmental influences, climate conditions or situations that can reasonably be expected to cause more than the usual level of wear.

6.1 The warranty only covers failure of the products caused by demonstrable material, design and manufacturing faults and that exceeds the average nominal failure rate. The warranty does not cover

the normal reduction of light output and the shift of the light colour temperature during the lifespan of LED modules.

6.2 The nominal failure values for electronic parts and control equipment like LEDs is 0.2%/1000 hours, unless stated otherwise in the product or instructions for use specifications. For LED modules, a reduction of the light output up to 0.6%/1000 operating hours is normal and is not covered by the warranty.

6.3 When replacing LED modules, deviations can occur in the light properties compared with the original product.

7. The warranty does not cover

- a. normal wear or contamination and software faults, viruses, etc.
- b. damage due to intent or gross negligence
- c. settings or programming of settings that change due to wear, contamination and depletion
- d. deviations of the product compared with illustrations and information provided in our catalogue or other marketing documentation
- e. products which have been modified or repaired without permission from Illuxtron International.
- f. products delivered with an emergency pack. In that case the warranty period lasts 4 years. This is a result of the replacement of the batteries every 4 years, as the replacement does not fall under the warranty
- g. an incorrect combination with other installed products
- h. damage and shortcomings derived from unusual external factors such as a lightning strike or from natural disasters, misuse, incorrect use or abnormal use.

Procedure and evaluation

8.1 If the customer has received a product that demonstrates potential manufacturing, design or material faults, he must report this as completely as possible within 28 days after noticing it, using the form on the website. To be able to make a warranty claim, the customer must always report the number of the relevant invoice. The customer will receive a confirmatory email with a number code, # followed by numbers. Illuxtron International will process the report as quickly as possible.

8.2 If the customer would like a replacement for products that have been reported to be defect, he can specify this directly on the report or order it through the normal order process. These products will always be charged to the customer. As soon as the reported products have been returned to us, they will be credited after being checked, if they fall under the warranty.

8.3 If one or more products need to be returned, the customer will receive a return materials authorization (RMA) which contains a number. Unless expressly agreed otherwise, the products should be returned within 4 weeks after receipt of the RMA. Products returned without a RMA number will not be accepted. If Illuxtron International BV does not want the reported products returned, and finds the warranty claim valid, then the replacement will be sent out free of charge or crediting done immediately.

8.4 The customer is responsible for the return shipment and pays for it. The transport costs will not be reimbursed by Illuxtron International.

8.5 If there is any doubt about whether or not the problem with the defective products falls under the warranty, the burden of proof of the existence of manufacturing, design and material faults lies with the customer. The customer should submit the proof in writing to Illuxtron International.

8.6 Illuxtron International is granted a reasonable period to examine the defective product for potential manufacturing and material faults.

8.7 If Illuxtron International considers an on-site examination necessary, the customer, installation technician, end user and others must grant free direct access and cooperation as needed. In case of doubt about the situation or the products, Illuxtron International is entitled to invite representatives from other parties to inspect the system closely.

8.8 Illuxtron International retains the right to take the final decision of whether a warranty claim is justified.

8.9 At the request of Illuxtron International, the replaced products become the property of Illuxtron International.

8.10 The warranty period will not be restarted when the warranty is fulfilled. Replacement products or parts are guaranteed until the end of the existing warranty period for the product or part that was replaced or in which it is installed.

Service

9.1 A product demonstrating manufacturing, design or material faults will be repaired or replaced within the warranty period by Illuxtron International. If a repair is impossible, Illuxtron International can replace it with an equivalent product in consultation with the customer, or resort to crediting.

9.2 If Illuxtron International decides on replacement, a new product may vary in dimensions, construction, light characteristics, colour or otherwise, compared with the original product, because that product is no longer produced in that form or is no longer available.

9.3 Labour costs for dismantling and installation do not fall under this warranty. All ancillary costs engendered by the repair of faults, and involved with replacing and repair are paid by the customer. They include in particular, but are not limited to, the cost of assembly and dismantling, transport or sending of the defective and the repaired and replacement product, sales, travel and travel times for hoists and scaffolds. The customer also pays for the required starting up or new installation or updating of software within the framework of the warranty.

Liability clause

10. Illuxtron International is not liable for any unusual or general resulting damage, economic loss, including the loss of actual or expected profit, interest, income, expected savings or transactions, damage to goodwill, and damage of any type done to third parties. The legal warranty rights remain unaffected and apply regardless of this warranty.

Final provisions

11. The customer will not rely on any other information or documentation than that supplied by Illuxtron International. The customer will also not invoke any typing, printing and typesetting error in the Illuxtron International documentation.

12. The customer can only transfer the rights to the warranty to third parties with the express permission of Illuxtron International.

13. This warranty scheme shall be governed by Dutch law. The applicability of the Vienna Sales Convention (CISG) is excluded.

14. Disputes which cannot be resolved amicably shall be submitted exclusively to the Court of Middelburg/Breda in the Netherlands.

15. Any provision in this scheme which is wholly or partially void, voidable or otherwise inapplicable does not affect the application of the other provisions. For every void, voidable or otherwise inapplicable provision, a valid provision will be substituted that comes as close as possible to the inapplicable provision in spirit.
