



Manufacturer Warranty

Preamble

TRILUX GmbH & Co. KG, Heidestraße 4, 59759 Arnsberg, Germany grants the following manufacturer's warranty for products bearing the TRILUX brand and Oktalite Lichttechnik GmbH, Matthias Brüggem Straße 73, 50829 Cologne, Germany for products bearing the Oktalite brand.

1. Guarantor, contract partners, products

1.1. The contract of guarantee is concluded between the respective Guarantor and the contract partner of the purchase contract. Purchase contract also means the contract between the contract partner (customer) and a majority-owned company of the TRILUX Group or its authorized distributor within the countries according to section 1.6.

1.2. The guarantee covers exclusively

a) products furnished with the TRILUX trademark by TRILUX GmbH & Co. KG and products distributed by TRILUX GmbH & Co. KG from the "Twenty3" portfolio (starting with the article reference 23) which must be documented by means of a delivery note or a corresponding invoice. For these products, TRILUX GmbH & Co. KG is the "Guarantor".

b) products furnished with the Oktalite trademark by Oktalite Lichttechnik GmbH which must be supported by a delivery note or a corresponding invoice. For these products, Oktalite Lichttechnik GmbH is the "Guarantor".

Light management components of other manufacturers (external/internal controllers, gateways) as well as software shall be excluded from the guarantee, even if these are installed in the products of the Guarantor. The statutory liability for material defects shall apply here, see also section 1.5.

1.3. The contract of guarantee can only be concluded simultaneously with the purchase contract regarding the products.

1.4. For this guarantee, the terms of this contract shall apply exclusively without prejudice of any applicable mandatory statutory provisions.

1.5. Claims arising from liability for material defects as regulated by the general terms and conditions shall not be affected by this guarantee.

1.6. The guarantee shall apply to purchase contracts with contract partners from the European Union, United Kingdom Great Britain and Northern Ireland, Switzerland, Norway, New Zealand, Kingdom of Saudi Arabia, UAE, Oman, Kuwait, Qatar, Singapore, Jordan, Egypt, insofar as the products furnished with the TRILUX trademark have been installed/fitted in these countries.

2. Basis for the granted guarantee

2.1. The guarantee covers production and/or material defects of individual components over the entire product, which are due to a defect that was already present at the time when the product left the area of control of the Guarantor ("transfer of risk"). Products must be installed according to established technical guidelines and standards. Installation must be carried out by specialised craftspeople.

2.1.1. A decrease in luminous flux of the LED modules of 0.6%/1,000 h shall not represent a production and/or material defect within the meaning of this guarantee, as this is the usual drop in luminous flux of products of the respective label.

2.1.2. A failure within the nominal failure rate of 0.2%/1,000 h for electronic components, such as ECG, LEDs, etc. shall also not be a production and/or material defect within the meaning of this guarantee, as these are typical failure rates of electronic components.

2.1.3. Colour tolerances/colour deviations of LED modules shall be excluded from the guarantee.

Data in 2.1.1. and 2.1.2. is based on an ambient temperature of 25°C.

2.2. The following shall also be excluded from the guarantee:

2.2.1. Damages caused by the customer itself or third parties commissioned by the customer on its own authority;

2.2.2. damages caused by accidents (sudden and unpredictable events);

2.2.3. damages falling under the guarantee of the distributor or a third person;

2.2.4. damages caused by disregard of the instructions for use or installation or otherwise faulty installation or repair attempts;

2.2.5. damages due to other grossly negligent or intentional actions of the customer;

2.2.6. costs and damages if no defect on the product can be identified;

- 2.2.7. damages which do not affect the functioning of the product (scratches, dents, bulges, paint, decorative equipment etc.);
 - 2.2.8. damages caused by fire, lightning strike, explosion, storm or flooding;
 - 2.2.9. damages attributable to force majeure, natural disasters, nuclear energy, acts of war of any kind, civil war or civil commotions;
 - 2.2.10. damages caused by theft or attempted theft;
 - 2.2.11. damages caused by the loss of use of the defective product as well as consequential damages of any kind;
 - 2.2.12. damages to objects and consumables which require regular replacement; including e.g. batteries, storage batteries etc.;
 - 2.2.13. damages to additionally acquired separate objects or digital application programs for product use, e.g. storage batteries, software etc.;
 - 2.2.14. damages to fire safety elements belonging to the product's system;
 - 2.2.15. damages to accessories acquired after the fact;
 - 2.2.16. damages covered by insurance contracts;
 - 2.2.17. costs incurred for disposal of the defective product;
 - 2.2.18. damages caused by use deviating from the products' intended use according to the stipulations of corresponding product and application specification;
 - 2.2.19. damages caused by exceeding ambient temperature or mains voltage thresholds;
 - 2.2.20. damages caused by retroactive product modifications (e.g.: integration of emergency light components, replacement of ECGs, ...);
 - 2.2.21. use of retrofit lamps,
 - 2.2.22. indirect damages, particularly operating failure damages, loss of profits, costs for software updates, futile expenditures etc.
 - 2.2.23. Products for which the maintenance instructions specified in the instructions for installation were not observed. Light sources must be replaced immediately upon expiration of their service life.
 - 2.2.24. Damages caused by extreme ambient conditions unless Guarantor has provided prior written consent for the use of the products.
- 2.3. The burden of proof for the conditions of the guarantee shall be borne by the guarantee holder.

3. Scope of benefits, limitation of liability

- 3.1. Without prejudice to consumer rights under the applicable laws, the guarantee shall be provided in the form of repairs of defective components at one of our sites or replacement of defective components with identical or equal-value replacement products following our decision. At our discretion, we shall also take back the product against reimbursement of the purchase price minus a loss in value. In case of replacement, deviations from the original product due to technical progress as well as justifiable, insignificant deviations regarding design and characteristics shall be reserved. New or recycled materials (fully functional and tested) can be used as replacements. The replacement products or parts shall be covered by a guarantee according to these provisions for the remaining guarantee period.
- 3.2. For each guarantee claim, liability shall be limited to an amount of € 200,000.00 flat.

However, the liability shall be limited to insurance coverage of Guarantor for damages caused by defective products of Guarantor at the time of transfer of risk, with € 200,000.00 for damages to property per insurance event, and an agreed insured sum of € 1,000,000.00 for all cases within one year of insurance. Consequential damages, however, are excluded.

Under no circumstances shall Guarantor be liable for special, incidental, indirect or consequential damages of any nature, including but not limited to loss of profits, revenues etc. incurred by buyer/customer or any third party.

The limitations of liability shall not apply in the event of damage resulting from (i) injury to life, limb or health, (ii) in cases of intent, (iii) insofar as such a limitation or exclusion of liability is not permitted under applicable law.

4. Prerequisites for guarantee service performance

- 4.1. The performance of the guarantee contract services shall be carried out by the respective Guarantor.
- 4.2. The contract partner shall report the damage to the Contact as defined in section 5. within a period of 1 (one) month from the emergence of the damage. The delivery note or invoice verifying the delivery of the defective product by Guarantor shall be attached to the damage report at the time of reporting.
- 4.3. The contract partner shall follow the instructions of the Guarantor and shall keep the damage to a minimum.
- 4.4. The Guarantor shall inspect the product for defects. Where no defects are identified, section 2.2.6. shall apply. In this case, the contract partner is obligated to

compensate the Guarantor for the costs of the inspection process.

5. Contact

The guarantee case shall be reported

- a) online via www.trilux.com/complaints or
- b) via email to aftersales@trilux.de; or
- c) via Tel.: +49 2932 301-9413; or
- d) local contact of a majority-owned company of the TRILUX Group or its authorized distributor.

6. Beginning and end of guarantee

- 6.1. The guarantee coverage begins with the delivery of the product to the contract partner (the date on the delivery note shall apply).
- 6.2. The guarantee ends 5 (five) years after delivery (the date on the delivery note or invoice shall apply) or max. 66 (sixty-six) months after the date of manufacture (see luminaire label).

7. Fraud

All claims arising from this contract shall be forfeit if the contract partner makes declarations or causes damages maliciously or fraudulently.

8. Transfer

Without prejudice to consumer rights under the consumer protection laws where applicable, if the contract partner of the Guarantor sells the product, the protection from this guarantee shall be transferred to the party purchasing the product in lieu of the contract partner for the duration of the purchasing party's ownership, however not exceeding the time period specified in section 6. Regardless of this, the guarantee protection takes effect upon delivery of the product to the contract partner according to section 6.1.

9. Data processing information

- 9.1. The Guarantor collects, processes and uses personal customer data (customer name and address, information on purchased products). The customer consents to such collection and processing of its personal data.
- 9.2. Any use of personal customer data shall be carried out in accordance with the German Federal Data

Protection Act (BDSG), but however shall be not less than the level prescribed according to local mandatory law.

10. Contract modifications

Modifications to the contract require written confirmation by the Guarantor as a matter of principle. Verbal commitments or additional agreements of any kind do not exist and shall be void in any case.

11. Final provisions

- 11.1. This contract is subject to German law under exclusion of the UN Convention on Contracts for the International Sale of Goods.
- 11.2. The place of performance and jurisdiction shall be the registered office of the respective Guarantor.
- 11.3. Section 11.2 shall not apply with regard to disputes arising out of or in connection with deliveries provided by TRILUX in these countries:

Australia, Kingdom of Saudi Arabia, Singapore, United Arab Emirates, Oman, Egypt, Qatar, Kuwait, Jordan.

All disputes arising out of or in connection with deliveries to or services provided in these countries shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. Place of Arbitration shall be Frankfurt, Germany. The language shall be English.
- 11.4. These terms and conditions are issued in both German and local language; in case of discrepancies, the German version, which can be accessed at www.trilux.com/guarantee shall be binding.