

# Guarantee by TRILUX GmbH & Co. KG

Version of 01.04.2018

## General terms of guarantee

### Preamble

TRILUX GmbH & Co. KG maintains insurance coverage by an insurance provider to the extent required by the conditions of the underlying insurance contract up to an amount of € 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. The insurance coverage of TRILUX GmbH & Co. KG extends to damages caused by defective products of TRILUX GmbH & Co. KG. Consequential damages, however, are excluded.

TRILUX GmbH & Co. KG intends to make this insurance coverage provided by the benefit of the insurance provider the object of individual contracts with customers of TRILUX GmbH & Co. KG under the guarantee.

In the light of the above, TRILUX GmbH & Co. KG grants the following manufacturer's guarantee starting 01.01.2018:

### 1. Contract partners, products

- 1.1 The contract of guarantee is concluded between TRILUX GmbH & Co. KG and the contract partner of the purchase contract.
- 1.2 The guarantee covers exclusively products of 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 number 23) which must be documented by means of a delivery note or a corresponding invoice.
- 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.
- 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, Switzerland, Norway, Australia and New Zealand insofar as the products furnished with the TRILUX trademark have been installed/fitted in the countries of the European Union, Switzerland, Norway, Australia and/or New Zealand.

### 2. Basis for the granted guarantee

- 2.1 The guarantee covers production and/or material defects of individual components over the entire product. Products must be installed according to established technical guidelines and

standards. Installation must be carried out by specialised craftspeople.

- 2.2. The following shall 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. A decrease in LED module luminous flux of 0.6 %/1000 h and failure within the nominal failure rate of 0.2 %/1000 h for electronic components such as ECG and LED also does not constitute a loss event within the meaning of this guarantee, since all of the above constitute normal consumption;
  - 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 TRILUX GmbH & Co. KG has provided prior written consent for the use of the products.

### 3. Scope of benefits

3.1 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. Financial losses shall not be compensated for.

### 4. Prerequisites for guarantee service performance

4.1 The performance of the guarantee contract services shall be carried out by TRILUX GmbH & Co. KG.

4.2 The contract partner must report the damage to TRILUX GmbH & Co. KG. The report must occur within a period of 1 month from the emergence of the damage. The guarantee case must be reported online (see: <https://www.trilux.com/de/service/light-services/lichtgarantie/>). The delivery note or invoice verifying the delivery of the defective product by TRILUX GmbH & Co. KG shall be attached to the damage report at the time of reporting.

4.3 The contract partner shall follow the instructions of TRILUX GmbH & Co. KG and make an effort to keep the damage to a minimum.

4.4 TRILUX GmbH & Co. KG 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 TRILUX GmbH & Co. KG for the costs of the inspection process.

### 5. Beginning and end of guarantee

5.1 The guarantee coverage begins with the delivery of the product to the contract partner (the date on the delivery note shall apply).

5.2 The guarantee ends as follows:

5.2.1 For products of TRILUX GmbH & Co. KG exclusively furnished with the TRILUX brand, the guarantee ends 5 years after delivery (the date on the delivery note or invoice shall apply) or max. 66 months after the date of manufacture (see luminaire label).

5.2.2 For products from the "Twenty3" portfolio (beginning with article number 23), the guarantee ends 3 years after delivery (the date on the delivery note or invoice shall apply) or max. 42 months after the date of manufacture (see luminaire label).

### 6. Fraud

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

### 7. Transfer

If the contract partner of TRILUX GmbH & Co. KG 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 5. Regardless of this, the guarantee protection takes effect upon delivery of the product to the contract partner according to section 5.1.

### 8. Data processing information

8.1 TRILUX GmbH & Co. KG collects, processes and uses personal customer data (customer name and address, information on purchased products).

8.2 Any use of personal customer data shall be carried out in accordance with the German Federal Data Protection Act (BDSG).

### 9. Contract modifications

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

### 10. Final provisions

10.1 This contract is subject to German law.

10.2 Unless otherwise stipulated in this contract, legal provisions shall apply.

10.3 The place of performance and jurisdiction shall be Hürsten/Arnsberg.

10.4 This contract shall be issued in both German and English; in case of discrepancies, the German version shall be binding.