



Manufacturer Warranty

General terms of guarantee – for Australia only-

Preamble

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

The contact details for **TRILUX GmbH & Co. KG** are as follows:

Address: Heidestraße 4, 59759 Arnsberg, Germany

Telephone: +49 2932 301 0

Email: info@trilux.de

The contact details for **Oktalite Lichttechnik GmbH** are as follows:

Address: Mathias-Brügggen-Straße 73, 50829 Köln

Telephone: +49 221 597670

Email: mail@oktalite.de

1. Guarantors, 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 documented by means of 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 of Great Britain and Northern Ireland, Switzerland, Norway, Australia and 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 which was already present at the time when the product left the area of control of the guarantor ("transfer of risk"). The 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 guarantee does not apply to:

- 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 or damage 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 prerequisites of the guarantee lies with the guarantee holder.

3. Scope of benefits, limitation of liability

3.1. If the contract partner makes a claim under the guarantee which complies with these terms, then guarantor will either (at guarantor's discretion):

3.1.1. repair defective components of the relevant product at one of its sites;

3.1.2. replace the defective components of the relevant product or product with identical or equal-value replacement components or products;

3.1.3. take back the product and reimburse the contract partner the purchase price minus a loss in value [*Wertminderung*].

3.2. 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 period of the original guarantee.

3.3. 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 making a claim under the guarantee

- 4.1. The performance of the guarantee contract services shall be carried out by the respective Guarantor.
- 4.2. In order to make a claim under the guarantee the contract partner shall report the defect or damage to the Contact as defined in section 5. . The report must occur within a period of 1 (one) month from the emergence of the defect or 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. In addition to any costs to be borne by the contract partner under section 4.5, any costs incurred in making a claim under the guarantee shall be borne by the contract partner.

The guarantor shall inspect the product for defects and damage. Where no defects or damage 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 on 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) and 66 (sixty-six) months after the date of manufacture (see luminaire label).

7. Fraud

All claims arising from this contract shall be forfeited 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 of guarantee require written confirmation by the Guarantor. Verbal commitments or additional agreements of any kind not confirmed in writing by guarantor do not exist and shall be void in any case.

11. Final provisions

- 11.1. This contract is subject to German law to the 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.

12. Australia only – warranty limitation subject to Australian Consumer Law

- 12.1. This section 12 applies only if the Australian Consumer Law applies to the purchase or supply of the products.
- 12.2. The benefits conferred by the warranties set out in this document are in addition to the consumer guarantees under Division 1 of Part 3-2 of the Australian Consumer Law and any other statutory rights and remedies the contract partner may have under the Australian Consumer Law and/or other applicable laws.
- 12.3. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.