

## TRILUX Terms and Conditions of Guarantee

TRILUX GmbH & Co. KG, Heidestraße 4, 59759 Arnsberg ("Manufacturer") hereby grants on the TRILUX products defined in Section 2 a 5-year spare-parts guarantee starting from the invoice date (end customer) on the products distributed under the brand "TRILUX" and installed in the European Union and Switzerland, subject to the following terms and conditions:

1. A prerequisite for the guarantee is that the lighting system must be registered on the TRILUX online portal within 90 days from the invoice date.
2. The guarantee shall apply to interior and exterior luminaires installed within the European Union and Switzerland, as well as to other catalogue products for lighting purposes distributed under the brand "TRILUX". Commodity goods (goods without label/brand "Trilux" defined for resale) and medical products are hereby excluded.
3. The guarantee shall cover faults in material, design and/or manufacturing and shall apply to the entire product, excluding illuminants/lamps, batteries, starters and other wear and tear parts and consumables. A 5 % decline in the luminous flux of the LED modules per annum and a nominal failure rate of 0.2 %/1,000 h in the case of electronic components such as electronic control gear and LED shall be permissible and shall not fall under the guarantee. Nor dirt accumulation, faults caused by force majeure or mechanical damage such as transport damage fall under the guarantee.
4. This guarantee is subject to verifiable compliance with the following terms and conditions:
  - The product must be used as intended in accordance with the applicable product and application specification.
  - Thresholds for ambient temperature and mains voltage must not be exceeded.
  - No modifications deviating from the product's condition at delivery (e.g. fitting of emergency lighting components, exchange of electronic control gear for third-party electronic control gear, fitting of control components) shall be permissible, and installation must be carried out exclusively by specialised personnel in accordance with the assembly instructions.
  - Illuminants/lamps must conform to the IEC standards applicable to them, and only lamps explicitly designated for use (identification plate, assembly instructions) may be used.
  - Use of special retrofit lamps shall cause the guarantee to be excluded.
  - Particularly extreme ambient conditions, such as in coastal areas for example, shall be subject to written agreement with the manufacturer prior to installation. Only with such agreement can a guarantee be provided.
  - The maintenance instructions specified in the assembly instructions must be complied with. Illuminants/lamps must be exchanged forthwith at the end of their service life.
5. The guarantee shall be honoured in such a manner that, at our option, the product or the faulty components thereof shall be repaired at one of our sites or be replaced by identical or equivalent replacement products, or the product shall be taken back in exchange for a refund of the purchase price. In the case of exchange, TRILUX shall reserve the right to deviate from the original product by reason of technical progress, and to make any minor justifiable deviation in respect of design and features. A guarantee on the replacement products and/or parts shall, subject to these terms and conditions, be provided for the residual guarantee period. In particular, the guarantee shall not cover: loss caused by breakdown, loss of profit, any other indirect or direct consequential loss, expenditure incurred in vain, fitting and dismantling costs, the cost of auxiliary resources for exchanging etc., assembly or disassembly costs.
6. All guarantee claims shall lapse, unless they are reported within the online portal forthwith, however no later than 30 days after discovery of a defect, with provision of all data necessary for dealing with the case covered by the guarantee. The services may only be claimed, if the invoice/corresponding proof is presented.
7. The statutory warranty rights shall remain unaffected and shall apply regardless of the guarantee. This shall apply also to claims against the specialised distributor/installer.
8. The legal relations in connection with this guarantee shall be governed exclusively by German law excluding cross-national agreements. Arnsberg is the place of exclusive jurisdiction.