

## 1. General after-sales terms

### 1.1

The company ILUMEN GMBH (hereinafter also: Manufacturer) offers a 5-year warranty to the buyers of its products under conditions set out hereafter. The 5-year warranty applies to the functional defects of the ILUMEN products sold under the brand name "ILUMEN" (hereinafter: Products) resulting from the defectiveness of the material being used or irregularities in the ILUMEN production process, provided that the Product is mounted and used in accordance with the Manufacturer's installation instructions and requirements set out hereafter. The Manufacturer's 5-year warranty does not apply to luminaires, light management systems or other products of other manufacturers sold by ILUMEN. In case the buyer is in doubt whether a product in question is » ILUMEN « branded or a product of other manufacturers, it is invited to contact the Manufacturer representative by email and clarify this with the Manufacturer directly.

### 1.2

In line with the previous paragraph, the Manufacturer guarantees that any Product sold under the brand name "ILUMEN" is free of malfunctions and production and/or material defects under normal conditions of use for a warranty period of 5 (five) years, starting from the invoice or delivery note date – whichever is issued earlier. This 5-year warranty policy applies to the ILUMEN Products, purchased from 02<sup>nd</sup> Jan 2023 on.

### 1.3

This 5-year warranty applies only to the first buyer of the Products – in case of eventual resale it is not transferred to any subsequent buyers (whereas, for the avoidance of doubt, in case of indirect sales through the Manufacturer's subsidiaries, the first buyer is not the subsidiary itself, but the buyer purchasing the Product from it).

## 2. Scope of Warranty

### 2.1

The 5-year warranty shall apply under the following conditions:

- a) The Product is used in accordance with the Product and usage specifications (indicated on the datasheet or Product brochure) for the purposes for which it was designed.
- b) The Product has been installed and put in operation in accordance with the Manufacturer's installation instructions.
- c) The maintenance services on the Product have been conducted in accordance with the Manufacturer's installation instructions.
- d) The temperature, voltage and humidity have never exceeded the limit values.
- e) The buyer has duly paid for the Product in accordance with the payment terms of the relevant sales contract.
- f) Product usage does not exceed 60.000 hours (L80, B20) unless otherwise specified in the Product documentation.

The warranty expires immediately if the buyer or third parties make or perform any changes or repairs, without the prior written approval from ILUMEN.

### 2.2

The 5-year warranty does not cover:

- g) Any extra costs resulting from any extra work required to repair the defect, such as the costs of the installation and removal of the Product, the transport of the defective and repaired or new Product, disposal, travel and transit time, lifting equipment and scaffolding, software reinstallations and updates or any other similar expenses. These costs shall be charged to the buyer.
- h) Electronic components (batteries of emergency modules etc.), products which ILUMEN markets as merchandise (also separately sold drivers) as well as luminaries of other manufacturers or Light Management Systems – as stipulated in Article 1.1 here-above. For those items only the statutory seller 's warranty applies.
- i) Mechanical damage and faults caused by the buyer's or third party's incorrect handling and installation of the Product.
- j) Any damage caused by transportation.
- k) Damage and faults caused by natural disasters or force majeure (lightning, earthquake, fire, floods etc.), that cannot be ascribed to a defective manufacturing process of the Product.
- l) Damage and faults caused by the incorrect electrical voltage (for example, electrical stroke and similar).
- m) If the Product has been subjected to the electrical loads and/or mechanical and/or chemical stresses that are inconsistent with its normal use.
- n) Special production orders for electrical components specified and submitted by the buyer, unless otherwise agreed in the contract.
- o) Deviations of the Product from illustrations or data in our catalogues or other sales documents.
- p) Plastic parts (e.g. made of polycarbonate) to the extent they discolor or embrittle due to the natural ageing process.

### 3. Fulfilment of warranty obligations

#### 3.1

This 5-year warranty is given by ILUMEN, for all Products marked with ILUMEN trademark. The warranty exclusively covers Product failures that are caused by proven material, design or manufacturing flaws and exceed the mean nominal failure rate.

#### 3.2

Regarding Products, for which the warranty is given, the Manufacturer shall be free to decide at its sole discretion whether to repair or replace the Product with the same type or equivalent Product or to refund the purchase price.

#### 3.3

All replacement Products or parts may contain new materials whose performance and reliability are equivalent to new Products or parts. The dimensions and design may deviate from the original Product or part. The functionality of all replacement Products or parts is equivalent to that of the Product being replaced. The replaced Products or parts shall not exhibit any material or manufacturing defects in the applicable warranty period.

#### 3.4



In the case that the warranty claim was not justified (as the Manufacturer was not liable for the alleged defect), the total cost of the intervention (transport, travel, inspection time) will be charged to the buyer.