

MANUFACTURER WARRANTY CONDITIONS**16. WARRANTY****16.1. MAIN CONTENTS**

Under the framework of its commitment to quality and durability, Indelague – Indústria Eléctrica de Águeda, S.A., registered office at Rua da Mina 465 - Covão, Águeda, company registration no./tax code/VAT no. PT500806942 (hereinafter referred to as "Company") hereby grants a warranty extending beyond legal warranty, under the terms and conditions specified hereunder, the following manufacturer warranty is for products or services with the brand names INDELAGUE, INDELAGUE ESPAÑA and/or ROXO LIGHTING. This MANUFACTURER WARRANTY CONDITIONS is part of the General Terms & Conditions of Sale of the Company.

16.2. WARRANTY PERIOD

a) The Company standardly gives five years (5) warranty for all LED luminaires, starting from the day of invoice, if not stated otherwise. Except custom-made special products, COB LED 230v modules, modified standard versions and outdoor luminaires, in accordance with the provisions stated in the table below.

	LED luminaires powered with Driver	LED luminaires powered by 230v supply/integrated converter	All Outdoor products	Standard luminaires for replaceable LED lamps/bulbs
Warranty period	5 years	3 years	3 years	2 years
Nominal failure rate	0,2% per 1000 hours of operation	1% per 1000 hours of operation	0,2% per 1000 hours of operation	-
Nominal drop in flux	0,6% per 1000 hours of operation	5% per 1000 hours of operation	0,6% per 1000 hours of operation	-

b) The Company standardly gives two years (2) warranty for all non-LED luminaires, starting from the day of invoice, if not stated otherwise.

c) The Company will warrant all emergency luminaire inverters for 2 years and the emergency batteries for 1 year only, subject to full emergency lighting test procedures.

d) This conditions are only valid for standard products from the Company portfolio as shown on the Company website. These conditions are not applicable for special products or products produced or modified according to the individual order/request of the Purchaser. If goods are manufactured by the Company based on design specifications, drawings, models or other specifications from the Purchaser, the Company's warranty is limited to careful execution. The warranty period starts on the date of the invoice.

e) Different warranty conditions must be agreed upon in writing.

16.3. WARRANTY CONDITIONS

The Company warrants that the products sold under the brand names INDELAGUE, INDELAGUE ESPAÑA and/or ROXO LIGHTING which are produced in Portugal shall be free from manufacturing, construction and/or material faults following the transfer of risk, if used for their intended purpose.

a) The warranty it's applied exclusively upon the condition that:

- 1) By sending the purchase order, the purchaser accepts all the conditions stated in the Company General Terms & Conditions of Sale, which he has been acquainted in advance on the Company website and is in agreement with them.
- 2) The products are used in accordance with the Company usage specifications and that they are professionally installed and brought into service according to the datasheets, installation instructions, product label, product brochure, etc. provided by the Company.
- 3) The limits of ambient temperature, humidity, ventilation and voltage are in accordance with product specific standards indicated, are not exceeded and the product is not exposed to mechanical impacts or loads that are incompatible with its intended purpose, or stress caused by systematic vibrations in the installation environment (such as installation on industrial or special environments);
- 4) The products have not undergone any changes or repair works without prior written consent of the Company. This warranty is annulled if repairs or modifications are made to the product by someone who has not been authorized by the Company in writing.
- 5) The defects are not the result of force majeure.
- 6) The product has not been exposed to salt, chemical, pollutants, corpuscular and/or gaseous agents at the time of installation.
- 7) Regarding electronic ballasts, the product is installed with lamps that comply with the relevant IEC specifications in effect at the time of purchase.

Therefore, subject to compliance with the previous provisions, any operating fault resulting from a design, material or manufacturing defect, gives the Purchaser the right to a refund, exchange or free repair of the defective luminaires within a reasonable time frame and at Company's discretion. LED luminaires that are replaced under this warranty conditions are themselves warranted for the remaining initial warranty period.

16.4. WARRANTY RESTRICTIONS

The warranty shall cover faults in materials, design and/or manufacturing and shall be applied to the entire product, excluding lamps, LED bulbs/lamps, batteries, starters and other consumable parts. The Purchaser is automatically entitled to the standard warranty and the warranty cannot be transferable (only the Purchaser can claim for a product warranty). A warranty is valid at most until the warranty period has lapsed.

a) The warranty shall not be applied to:

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- 1) Any expenses related to the repair of the defect (such as for installation and removal, lifting devices, scaffolding, transport of the defective and repaired or new products, travel expenses, allowances, disposal, etc.). This cost are borne by the Purchaser.
- 2) Malfunctions in the product due to unforeseen and unpredictable accidents (including falls, jolts, dirt and liquids, bad ventilation, extraordinary atmospheric conditions, lightning strike, vandalism, etc).
- 3) Parts subject to natural wear and tear, such as lamps, batteries, hard drives, computers and servers, mechanical wear parts.
- 4) Parts in plastic, such as, Polycarbonate or PMMA which may fade in colour or vary in transparency, opaqueness, tone and become fragile because of the natural ageing process.
- 5) Electronic components, power supplies, transformers, light bulbs/lamps and products of other brands that the Company distributes as commercial goods, together with lighting fixtures by other manufacturers.
- 6) Defects consisting of colour shift in LED modules, if measured values are in accordance with the technical specification of the product.
- 7) Power supply condition, including power peaks, over/under voltage and undulatory current control systems other than those defined by the reference standards.
- 8) Defects in outdoor products that do not affect the product structural/mechanical safety and which are not attributable to defects in the manufacture of the product.
- 9) Any services that may be necessary, such as renewed commissioning, software, updates, etc.
- 10) Damage to other goods than the products supplied by the Company or losses associated with the professional activity of the Purchaser or the persons from whom he is held liable.
- 11) Products that have been modified or repaired by unauthorized personnel.

b) If an order, product or a service is carried out by the Company according to Purchaser design specifications, drawings or instructions that were made available by the Purchaser, the Company's liability does not extend to the law or correctness of design but only to the conformity of the design to the Purchasers' specifications.

c) The warranty is not applicable for any error or failures of the product already subject to repair or replacement, neither for the lowering of the price resulting from warranty. If the conditions of warranty have been met, the warranty period will not start again. If the Company complies with this Condition 16 it shall have no further liability in relation to the defect. In particular it shall not be liable for any costs, claims, damages or expenses arising out of any tortuous act or omission or any breach of contract or statutory duty calculated by reference to profits, income, production or accruals or loss of such profits, income, production or accruals or by reference to accrual or such costs, claims, damages or expenses on a time basis.

16.5. SPECIAL CONDITIONS APPLICABLE TO POWER SUPPLY COMPONENTS AND PRODUCTS WITH LED LIGHT SOURCES

Unless otherwise stated and without prejudice to the General Terms & Conditions of Sale, the Company specifies that with regard to power supply components and products with LED light sources, the warranty is valid only on condition that:

- 1) The warranty period is based on a maximum usage in the first 5 years that does not exceed 3,000 hours per year (equivalent to 8 hours of daily operation).
- 2) A nominal failure rate for electronic control gears and LED components up to 0.2% per 1,000 operating hours shall be permissible and shall not fall under the warranty, unless expressly indicated otherwise;
- 3) A decrease in luminous flux up to 0.6% per 1,000 operating hours shall be permissible and shall not fall under the warranty, unless expressly indicated otherwise;

It may be possible to agree an "extended warranty" on request, following an evaluation of the specific conditions of application. Electrical/Optical data are subjected to a tolerance of +/-10%.

16.6. WARRANTY CLAIM

The warranty claim must be made as described in Clause 17 of the General Terms & Conditions of Sale.

16.7. LIMITATION OF LIABILITY

In no case shall the Company be held liable for any loss of profit, loss of business, or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract. Please see Condition 18 of the General Terms & Conditions of Sale.

16.8. APPLICABLE LAW AND JURISDICTION

This warranty is subject exclusively to the Portuguese law, with the exception of the rules on conflicts of law. The Court of Commerce that has competence over the Company, will decide on any dispute that may arise, regarding the interpretation or execution of the warranty.