

# WARRANTY POLICY



## 1. General

This warranty policy describes the terms and conditions of the warranty provided by ETAP Lighting International NV (hereinafter referred to as ETAP), which, provided the following conditions are satisfied, is valid in addition to the conformity guarantee as included in our General Terms and Conditions.

ETAP's warranty policy applies to all ETAP products and systems delivered after 24-09-2020. The warranty period commences on the date of delivery.

## 2. Product families and warranty periods

General lighting luminaires;	5 years
Emergency luminaires;	5 years
Emergency lighting modules integrated into general lighting;	5 years
Batteries for autonomous emergency luminaires;	5 years
Batteries for emergency lighting modules integrated into general lighting;	2 years
Light control systems;	1 year
Systems for emergency lighting control (ESM);	1 year
Central battery systems (EBS), including batteries;	1 year

## 3. Extended warranty periods as part of maintenance contracts

Lighting control systems, emergency lighting control systems and central battery systems (excluding batteries) benefit from an extended warranty if a maintenance contract is concluded for the relevant systems at the time of installation. The warranty extension implies that the standard manufacturer's warranty period for systems is extended to 5 years. Specific conditions are included in the relevant maintenance contracts.

## 4. Warranty conditions

The ETAP warranty only applies if the following conditions can be demonstrated:

- The products were properly installed and professionally put into operation,
- The products have not been modified or repaired by third parties without ETAP's prior written permission.
- The products are used and operated in accordance with instructions.
- The products are maintained and managed in accordance with legal standards, the rules of good practice or, in the absence thereof, the technical documentation that comes with the products,
- The fault is not the result of abnormal soiling, normal wear and tear or *force majeure*.

The ETAP warranty only covers faults caused by demonstrable material, construction or production defects, thus exceeding the average nominal failure rate. For electronic parts and components, the average nominal failure rate is 0.2% per 1,000 operating hours. Colour shift of LED modules is excluded from warranty.

The product and user specifications (data sheets, product brochures, etc.) include all relevant technical data. Unless specifically stated otherwise in the aforementioned information sources, the luminous flux and power for new LED modules are subject to a tolerance of +/- 10%. In the event of subsequent deliveries of luminaires, deviations from the original products in light properties may occur due to technical progress and/or changes in the

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luminous flux and light colour of products depending on their use. If such deviations occur, they will not be considered as faulty or non-compliant.

## 5. Reporting of faults

As part of our warranty policy, a 'defect' or 'faulty product' means that a product displays a material or construction fault that results in the product as a whole no longer complying with the technical specifications provided by ETAP.

All defects for which a warranty is requested must be reported to ETAP within 30 days of their discovery, with at least the following information:

- Identification and quantity of the defective products.
- Production and installation date.
- Detailed description of the problem, preferably with photos or videos.
- The application, the number of operating hours and the switching cycles.

If a defect is reported to ETAP during the warranty period, an ETAP representative, if necessary, is entitled to access to the defective product or system to check the defect or system during office hours.

Defective materials should be returned to ETAP and become the property of ETAP after replacement.

ETAP may charge the customer for any reasonable costs incurred by ETAP as a result of an alleged defect or returned product that is found not to be defective, including reasonable costs for transport, error analysis and handling.

## 6. Extension of warranty

If ETAP decides that the reported defect meets the warranty conditions set out here, ETAP may choose to:

- repair the defective product or part;
- replace the defective product or part with a product of the same type;
- replace the defective product or part with a product or part that is comparable to the defective product or part in terms of design and functionality in the event that it is no longer produced or is no longer available;
- refund the purchase price of the defective product or part in the event that the product or part is no longer produced or available and ETAP is unable to supply a comparable product or part.

All replacement products or parts may be or include new or recycled products or parts which, compared to new products or parts, are equivalent in terms of functionality and reliability

Replacement products or parts shall be free from defects in material or workmanship for the remainder of the applicable warranty period for the product being replaced or into which they are incorporated.

## 7. Exclusions

Insofar as not in violation of compelling local legislation, the following are excluded from warranty:

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- Additional costs incurred in connection with the repair of defects such as, but not limited to, costs of installation, dismantling, transport, waste disposal, mileage allowance, travel time allowance and access to the defective products (scaffolding, lifts, etc.).
- All services that may be necessary such as a new start-up, software updates, etc., if not covered by a maintenance contract with ETAP.
- Any damage to materials other than those supplied by ETAP, or any loss relating to the customer's professional activity or the persons for whom they are liable.
- Not covered by the warranty are in any case defects resulting in whole or in part from:
  - o External factors
  - o Transport damage
  - o Above-average number of power outages
  - o Installation of a battery that does not come with the product.

The warranty is void if the production date or serial number on the product has been removed, altered or made illegible.

This warranty policy has been drawn up in several languages. Should there be differences of interpretation to be attributed to the translation, the Dutch text shall prevail.