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## Guarantee Conditions

### 1. Scope

This guarantee applies to all electronic control gears supplied by Hytronik Industrial Ltd, which include microwave motion sensors, LED drivers, emergency control gear (but with limited warranty on batteries), daylight sensing devices and other ancillary components such as handheld remote controls.

### 2. Application

This guarantee is offered only to the direct customers, direct business partners and their end customers of Hytronik Industrial Ltd. In most cases, complaints can be rectified over emails and our sales and technical department can assist with information and data to ensure the product is performing to expectation. Hytronik Industrial Ltd will endeavor to contact any customer with a complaint within 24 hours of notification.

### 3. Hytronik 5 Year '3+2' warranty

During the first 3 years, any product found and proved defective within the warranty period will be replaced. Furthermore the product will be replaced in situ free of charge by Hytronik Industrial Ltd, or certain element(s) of cost for the replacement of the unit will be reimbursed. The limitations to the reimbursement are explained in section 4a. For the 2 year remainder of the warranty, any product found and proved defective within this part of the warranty period will be replaced under the condition of section 4b.

### 4. Guarantee Conditions

This warranty covers solely product failures caused by material, design or production defects and failure rates that exceed the rated failure rate. Failures can be caused by material malfunction or by failures during the product process (for products with a nominal lifetime of 50,000 hours, a failure rate of only 0.2% per 1,000 hours of operation is typical).

Hytronik products have to be used according to the specified product and application specifications. E.g. temperature or voltage limits must not be exceeded; the product must not be exposed to mechanical stress, etc.

Often, Hytronik products are used in conjunction with 3rd party components. This warranty is only valid when the products are installed with lamps conforming to IEC specifications and if the root cause of failure to Hytronik products is owing to an external influence such as incorrect installation/wiring, product which had been misused or sustained physical damage (willfully or accidental), incorrect configuration, system incompatibility/failure to adhere to relevant IEC/EN norms for product safety and EMC performance (i.e. partial or complete products supplied by the customer to the end user having no or invalid CE mark) and failure of the Hytronik product as a result of failure mode of another component to which it is connected, then the warranty is deemed void.

Also, the warranty is deemed void if other external causes such as irregular supply voltage, lightning, earthquake, force majeure or other similar influence in which it is unreasonable to execute the warranty terms.

a. Limitations to Rectification Costs applicable to the Period of the 3+2 Warranty.

If defective product has been identified on site, the item(s) shall be reported and replaced by a representative of Hytronik Industrial Ltd. If there is approved rectification work involved, Hytronik will send technical support on site for trouble shooting if Hytronik Germany electrician is available; if not available customers would be authorized in writing to send their own technical people to do rectification, Hytronik will cover their travel expense and labor cost on basis of his monthly wages upon a reasonable working hours; all quotation or cost from a third-party contractor would not be acceptable by Hytronik. If a customer wishes to use their own contractor for the rectification works, then any rectification costs must be agreed in writing prior to the works being carried out. The warranty does not provide cover for any contractor not arranged by Hytronik Industrial Ltd with respect to mileage fees, subsistence, vehicle hire, tools or other parts not originally supplied by Hytronik Industrial Ltd. The warranty covers the costs of the replacement product and the labour costs for extraction and re-fitting for each point. The warranty assumes good design practices are employed in the luminaire design and installation. In the case that access for replacement of faulty product is unreasonably difficult, we reserve the right to offer partial or limited payment for costs relating to labour time. Whichever contractor is employed, whether arranged by Hytronik Industrial Ltd or its customer, the warranty does not cover costs for access equipment, temporary lighting, signage or any other costs relating to safe access and/or public safety measures required to carry out the works and must be borne and arranged by the customer or related client thereof. Hytronik Industrial will not be responsible for any delays in the rectification owing to preparatory works required. In the case that any party involved in the rectification works is deemed to be acting unreasonably or obstructively, Hytronik Industrial Ltd reserve the right to withdraw its offer of site support under the terms of this warranty and its liability will be restricted to that of replacement product. Any claims for damages or subsequent costs will not be entered into and our Standard Terms & Conditions of Sale apply.

b. Goods Covered by Product Replacement Only Warranty

Hytronik Industrial Ltd will supply replacement products to the customer on receipt of the faulty items. Advance replacement items shall not be supplied; however, they may be ordered separately and will be credited when the claimed faulty items are returned and verified as being defective owing to material, design or production defect. The customer shall bear all costs related to returning the faulty item(s), extraction and re-installation of the replacement item(s). Any claims for damages or subsequent costs will not be entered into and our Standard Terms & Conditions of Sale apply.

c. Warranty Applicable to Batteries

Batteries are perishable items and the warranty is limited to 1-year to goods being defective owing to material, design or production defect from the date printed on the battery. Batteries supplied by Hytronik Industrial Ltd are solely for self-contained emergency lighting use and the warranty shall be void if used for any other application. The maintenance records of the emergency luminaire shall be made available upon request, as well as a CE technical file for the self-contained luminaire detailing the operational parameters of the battery within the luminaire. Any claims for damages or subsequent costs will not be entered into and our Standard Terms & Conditions of Sale apply.

## 5. Utilization of the Guarantee

The guarantee has to be claimed immediately by returning the defective product(s) in order to check the validity of the claim.