

DECLARATION OF GUARANTEE

“MULTILINE” LICHT NV, a public limited liability company incorporated and existing under the laws of Belgium, with registered offices at Europaweg 1, 3560 Lummen, Belgium, registered in the Crossroads Bank for Enterprises under number 0422.449.945, gives a guarantee of 5 (five) years as from the delivery date to its distributor respectively its customer (whichever is the earliest date) on all of its products.

This guarantee only applies on the strict (cumulative) conditions that:

1. The products are used in conformity with the stated product and usage specifications (particularly according to the instructions of Licht NV, the data sheets, specification sheets, product brochures, product labels, etc.);
2. The products were professionally installed and placed in service according to the installation instructions;
3. The maintenance and repair services on the products have been performed exclusively in accordance with the specifications given by Licht NV;
4. The acceptable limits for temperatures and voltages according to the relevant technical or product-specific standards indicated are not exceeded;
5. The products are not exposed to any unintended mechanical and/or chemical stresses and/or other harmful environmental influences;
6. The customer notifies LICHT NV within a 30 calendar days term of noticing a defect. This notification has to be done in writing providing proof of the defect. If the notice is sent after this term, the guarantee shall have lapsed;
7. The customer does not perform or have performed changes, repairs or other modifications to the products itself without the prior written consent of LICHT NV.

The guarantee exclusively covers product failures that are caused by proven material, design or manufacturing flaws and that exceed the mean nominal failure rate.

In the case of subsequent deliveries of LED modules, there may be deviations in light properties with regard to the original products due to technical progress and usage-induced change in the luminous flux and light colour of products.

If it becomes clear, after investigation by LICHT NV, that the guarantee applies, LICHT NV can at its sole discretion choose to repair the defective product, to deliver an equivalent product free of charge or to offer a price reduction. These are the only forms of guarantee LICHT NV has to provide. When a guarantee has been given, the guarantee period does not start to run again and no new guarantee will be given to products already covered by this guarantee.

The guarantee does not apply to:

1. Any incidental costs arising in connection with the correction of defects (guarantee fulfilment), such as for installation and removal, transport of the defective and repaired or new product, disposal, travel and transit time, hoists, scaffolding), which costs are borne by the customer;
2. Wear parts and plastic parts, such as all standard lamps (excluding LED modules), batteries (excluding emergency batteries), computers and servers that contain hard disks or mechanical wear parts;
3. Accessories, such as cables, covers and resistors for current adjustment;
4. Settings or parameter settings on equipment that change based on wear and tear, fatigue or soiling;
5. Product defects that are attributable to software errors, bugs, viruses or the like;
6. Services that are needed from time to time, such as recommissioning, software updates, etc.

This guarantee is subject to Belgian law, excluding its conflicts of laws principles. In case of any disputes relating to this guarantee, only the courts of Limburg (Belgium) are exclusively competent.

Klaus Rahne, CEO

Done in Lummen, 21/09/2020