

SPECIFIC WARRANTY FOR LED LIGHTING

By derogation from the general terms and conditions of sale (hereinafter «GTC») of the company SECURLITE, recorded in the Commercial Register of Nanterre under number 338 245 624, having its registered office at 13, rue Camille Desmoulines, 92130 Issy Les Moulineaux, France (hereinafter «SECURLITE»), the LED lighting is guaranteed for a period of three (3) or five (5) years starting from the day on which it is delivered to the Purchaser pursuant to the terms and conditions defined below (hereinafter the «Conditions of Specific Warranty»).

1. – DEFINITIONS

In the Conditions of Specific Warranty, the terms and expressions set forth below, both in the singular and the plural, shall have the following meaning: «Purchaser» means any client of SECURLITE, acting in its professional capacity, to which the Products Concerned are offered for sale, sold or invoiced pursuant to the GTC.

«Specific Warranty» means the three (3) year warranty starting on the date of delivery of the Products Concerned as defined in Article 2 below, by SECURLITE to the Purchaser.

The warranty is extended to five (5) years starting on the date of delivery for the following Products Concerned restrictively below listed and sold by SECURLITE from 1st November 2016 :

VOILA*, EFFICE, BANG*, RONDO, RONDINO, PUNTO, FILA, SOFFITE, URBALINE, TITAN, TITAN COMPACT, TITAN S, ASL, ESL, VAUBAN, BORGIO, MINI-BORGIO, BRIKETTE, ALEANE, SENSPOT.

«Product Concerned» means any product defined in Article 2 below that is submitted, delivered or sold to the Purchaser by SECURLITE.

(* Excluding ACCESS functional range, guaranteed for 3 years).

2. – PRODUCTS CONCERNED

The LED modules, their power supply and the detectors integrated into the LED lighting are covered by the Specific Warranty.

The Specific Warranty applies to LED lighting marketed by SECURLITE as from 1 June 2014.

LED lighting marketed before 1 June 2014 is covered only by the legal warranty, with the exception of the LED modules, which benefit from the Specific Warranty.

The aforementioned products are covered by the Specific Warranty, provided that the SECURLITE trademark is affixed to them.

With regard to the electronic units and LED modules, the nominal average failure rate is 0.2 %/1000 operating hours, unless diverging information regarding the failure rate and/or average lifetime is stated in the technical and use specifications provided (product catalogue, technical fact sheet etc, whether printed or appearing on the website). The decrease in the luminous flux of the LED modules to a value of 0.6 % per 1000 operating hours complies with the current state of technology and is thus not covered by the terms of the Specific Warranty. The manufacturer's warranty does not cover the variation in colour of the LED modules. The power and luminous flux of a new LED module are subject to a tolerance of +/- 10%. Taking into account technical progress, technological developments and the modification of the luminous flux and colour due to the use of the installed products, LED modules provided at a later date may present different characteristics compared to the original products.

3. – FIELD OF APPLICATION

3.1.- The Specific Warranty is applicable only where the following conditions are met:

3.1.1- The Products Concerned are used according to their intended purpose and according to the technical and use specifications provided (technical fact sheet, product catalogue etc, whether printed or appearing on the website), as well as with the remote power supplies or external components or systems formally approved by SECURLITE.

3.1.2- The installation and/or assembly of the Products Concerned shall be performed by a professional, in accordance with the applicable standards and regulations as well as the instructions supplied with the Products Concerned.

3.1.3- The maintenance of the Products Concerned shall be performed by a professional, in accordance with the instructions for use, and the Products Concerned shall be neither altered nor repaired without the prior written authorisation of SECURLITE.

3.1.4- The threshold values concerning temperatures and voltages shall not be exceeded and the Product Concerned shall not be subject to external constraints (electrical, mechanical, chemical etc) that are non-compliant with the specifications or its intended purpose.

3.1.5- Any Product Concerned that is deemed to be defective shall be kept by the Purchaser in its as-is state for however long is necessary for SECURLITE to perform the customary check-ups concerning the notified defects or faults.

3.1.6- The Purchaser shall provide to SECURLITE the invoice corresponding to the Products Concerned that are presumed to be defective, as well as the manufacturing number stated on the internal label of such Products.

3.1.7- The Purchaser shall grant SECURLITE access to the site where the defect was found to exist and shall authorise it to perform any on-site check-up or other measure that SECURLITE may deem to be necessary, and in particular to temporarily install electrical measuring and monitoring devices.

3.1.8- The defect, the nature and gravity of which have been duly specified and proven, shall be notified by the Purchaser, in writing, to SECURLITE, within thirty (30) days of the discovery of such defect or fault, under penalty of loss of its rights.

3.1.9- The Purchaser has paid for the Product Concerned in accordance with the conditions of payment determined in the GTC, the invoice and/or any other relevant contractual document entered into between SECURLITE and the Purchaser.

3.2.- The Specific Warranty shall not apply in the following cases:

3.2.1.- Defects of the Product Concerned resulting from unforeseen and unforeseeable events, such as force majeure (including electrical discharges, lightning), which shall not under any circumstances be attributed to the process of manufacture of the Product Concerned.

3.2.2.- Defects of the Product Concerned arising from deterioration due to external causes, including acts of vandalism, negligence (including improper use, poor maintenance, inappropriate storage) or deterioration during transportation.

3.2.3- Defects of the Product Concerned resulting in variations in electrical voltage that exceed tolerance levels, including overvoltage or undervoltage, or disruptions or current peaks that exceed the limits specified for the products or the limits defined in the applicable standards.

3.2.4.- Defects of the Product Concerned due to connection to the terminals of a detection device (in case of a connection to a «master/slave» network) of devices whose characteristics would cause the maximum power or inrush current stated in the specifications of the Product Concerned to be exceeded.

4. – SCOPE

The Specific Warranty is limited to defects that are indisputably due to defects of equipment, manufacture, construction or materials for which the supplier is liable. Any other warranty or compensation shall be excluded.

The Specific Warranty does not cover the costs of labour, dismantling and reinstallation of lighting and devices or of their component parts, or the costs of indirect or consequential damage.

More specifically, the Specific Warranty does not cover:

4.1- Any incidental expenses arising from the repair of the defect (eg programming costs, costs of assembly and dismantling, replacement of parts presumed to be defective, transportation of the faulty Product Concerned and of the new or repaired product, disposal costs, costs relating to daily allowances and travel, lifting equipment and scaffolding) shall be borne by the Purchaser.

4.2- Parts that are subject to wear and tear or aging under normal conditions of use (including batteries, light sources excluding LED modules, plastic materials that are subject to natural aging processes).

4.3- Aesthetic defects that do not compromise the structural or mechanical safety of the Product Concerned and that do not arise from a manufacturing defect.

5. – IMPLEMENTATION OF THE WARRANTY

In the event that claims are asserted under the Specific Warranty, this warranty shall be the sole and only form of warranty of the Product Concerned provided by SECURLITE to the Purchaser, expressly notwithstanding any other right, explicit and/or implicit, that the Purchaser may be legally recognised to have, and which the Purchaser waives to the fullest extent permitted by law in the same way as any other warranty provided by SECURLITE.

The Purchaser shall have no other claims towards SECURLITE concerning a Product Concerned that is defective. No costs for the preservation of the defective or faulty Product Concerned, or any other expense and/or damages payment, may under any circumstances be claimed from SECURLITE. The Purchaser may not claim any payment period, price reduction or cancellation of orders underway.

If the Product Concerned presents a defect that is covered by the Conditions of Specific Warranty, particularly by Article 3 above, SECURLITE may, at its sole discretion, choose to proceed to repair and/or to replace the Product Concerned by an equal or equivalent product, to the extent that this is possible taking into account the technological progress achieved in the meantime regarding the original Product Concerned.

Any products repaired or replacements provided in the framework of the Specific Warranty shall not be covered by a new three (3) or five (5) year warranty period. Rather, repaired or replaced products shall be covered by the remaining term of the Specific Warranty for the defective Product Concerned actually purchased by the Purchaser.

6. – APPLICABLE LAW – DISPUTES

The Conditions of Specific Warranty shall be governed by French law. If no amicable agreement can be reached, it is expressly agreed that any legal dispute relating to such Conditions shall be subject to the exclusive jurisdiction of the Paris Court of First Instance (Tribunal de Grande Instance de Paris), even in a case concerning a warranty or where there are several defendants.

7. – PREVALENCE

With regard to the Products Concerned, the Conditions of Specific Warranty shall complete the GTC and replace all other conditions of the Purchaser, particularly all conditions of purchase, unless SECURLITE has expressly agreed to an exemption previously and in writing.

In the event of a conflict between the provisions of the Conditions of Specific Warranty and an agreement or any other document entered into between SECURLITE and the Purchaser, the provisions of the latter shall prevail.

In the event that SECURLITE does not, at any given moment, avail itself of one of the provisions of the Conditions of Specific Warranty, this may not be construed as a waiver of the right to avail itself of any of the provisions of the Conditions of Specific Warranty at a later date.