


TERMS AND CONDITIONS

Provider: BILTON LEDON Technology GmbH
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1 VOLUNTARY WARRANTY

BILTON LEDON Technology GmbH („**BILTON LEDON Technology**“) –, gives for all product families which are marked in the BILTON LEDON Technology Catalog with the following icon  a warranty against production and material defects as well as against failure rates that exceed the nominal failure rate – for a period of 5 years from the date of delivery to the warranty holder. Warrantee is any company or natural person who purchases the product(s) from BILTON LEDON Technology For all other product families, BILTON LEDON Technology provides a warranty for a period of 3 years.

2 WARRANTY CONDITIONS

The warranty period begins on the day on which the product is originally delivered to the warranty holder.

3 NOMINAL FAILURE RATES

The nominal failure rates are defined in the respective technical data sheets. In the absence of a product-specific definition, these are 0.2% per 1,000 operating hours for electronic control gear and components (LED) and 0.6% for LED modules with a decrease in luminous flux per 1,000 operating hours. The data of the electrical as well as photometric measurements may have a tolerance value of +/- 10-15 % depending on the product group.

4 CONDITIONS FOR A CLAIM

Warranties are processed by BILTON LEDON Technology in Austria.

After the occurrence of a warranty claim, this must be reported to BILTON LEDON Technology in writing without delay. BILTON LEDON Technology reserves the right to check the legitimacy of the claims asserted by the warranty holder on site. The warranty holder must prove that the products are used in accordance with the product and application specifications provided by BILTON LEDON Technology in accordance with the respective data sheet and that they have been professionally installed and commissioned by qualified personnel in accordance with the installation instructions enclosed with the respective product. When using the products, it must be ensured that no limit values for temperatures and voltages are exceeded and that there are no mechanical loads that are not in accordance with the intended use. A warranty by BILTON LEDON Technology is excluded if changes or repairs have been made to products by the warranty holder or by third parties without the prior written consent of BILTON LEDON Technology.

The following process must be followed as part of the complaints and returns management:

- Fill out returns form: www.biltongroup.com/returnsform
- Send the completed form to ticket@bltechnology.at. After receiving the ticket number by BILTON LEDON Technology the product can be returned.
- Send the product in question including the completed form to the following address: BILTON LEDON Technology GmbH // Gewerbepark Harham 2, 5760 Saalfelden, AUSTRIA.

5 WARRANTY SERVICES

In the event of a warranty claim as per Clause 1, the warranty holder is entitled to a free replacement of the defective products by BILTON LEDON Technology if the conditions as per Clause 4 are fulfilled. The replacement products provided by BILTON LEDON Technology may

also contain recycled materials, which, however, do not affect the product parameters, performance, or reliability. Due to production-related product changes or due to further technical development, the replacement product may differ slightly from the originally purchased product in terms of dimensions and design. BILTON LEDON Technology has the right, at its own discretion, to either improve the originally purchased product instead of replacing the defective product free of charge or to make an advance payment to the warranty holder in the amount of the purchase price paid to BILTON LEDON Technology by the warranty holder at that time

6 THE FOLLOWING ARE EXCLUDED FROM THE WARRANTY SERVICE:

1. All additional costs associated with the warranty service such as the costs of dismantling and installation including the costs of any lifting gear / scaffolds that are needed, transportation costs relating to both the defective and replaced/repaired product, the costs of disposing of the defective product, travelling expenses and costs of lost time;
2. Wearing parts such as computers and servers that contain either hard disks or mechanical wearing parts, as well as software errors, bugs or viruses;
3. Changes to the settings/parameters of systems resulting from wear, fatigue or soiling.

7 WARRANTY END

The warranty will expire either upon expiry of the time limit set out in Clause 1, after the warranty service has been rendered or immediately if the product is damaged by a third party. This warranty does not apply to product replacements or improvements made under BILTON LEDON Technology's warranty service. The warranty period will neither be extended nor renewed if the product is repaired or replaced by BILTON LEDON Technology or is subsequently sold.

8 LIABILITY OF BILTON LEDON TECHNOLOGY

The work and services to be provided by BILTON LEDON Technology within the scope of this warranty are conclusively settled in this agreement. Claims by the warrantee based on the sales contract concluded with BILTON LEDON Technology or on the grounds of mandatory statutory provisions are not affected by this, but the validity of those claims is not extended by this warranty. All kinds of claims for damages, on whatever legal grounds, can only be asserted in the case of intent or gross negligence on the part of BILTON LEDON Technology. It is up to the warrantee to prove the existence of intent or gross negligence. BILTON LEDON Technology is not liable for damages that are not incurred on products eligible for a system warranty; in particular, BILTON LEDON Technology can assume no liability for lost profits or other financial losses. This warranty supersedes all previous warranty documents.

9 APPLICABLE LAW / PLACE OF PERFORMANCE/JURISDICTION

This warranty agreement is subject to Austrian substantive law to the exclusion of the provisions of the law on conflict of laws under international private law. The application of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded. Place of performance is the registered office of BILTON LEDON Technology. All disputes arising from this warranty agreement, including the question of whether a valid contract has been brought about and whether it has an effect before conclusion and after termination shall be heard by the competent court at the registered office of BILTON LEDON Technology. However, BILTON LEDON Technology is entitled to initiate legal proceedings at the general place of jurisdiction of the warrantee.