

TERMS OF GUARANTEE

The distributors and authorised sales partners of Wever & Ducré BV with registered offices at Spinnerijstraat 99/21, 8500 Kortrijk, Belgium, are authorized to grant the following 5-year guarantee on Wever & Ducré products (as of April 2021):

We guarantee that any products sold under the brand name “Wever & Ducré” are free of production and / or material defects under normal conditions of use for a guarantee period of five years starting from the invoice date. Products purchased as of **1st February 2021** (invoice date) are covered by this guarantee.

§ 1 Scope of guarantee

- (1) This guarantee shall only apply to products
 - (a) which are used in accordance with the product and application specifications indicated on the data sheet;
 - (b) which were installed and put into operation by an authorised electrical contractor in accordance with the installation instructions;
 - (c) the maintenance requirements of which are met in a professional manner;
 - (d) the threshold values of which are not exceeded for external influencing factors such as temperatures and voltages;
 - (e) which are not exposed to improper mechanical and/or chemical stresses or loads;
 - (f) which are only fitted with lamps that comply with existing IEC specifications;
 - (g) which have not been modified or repaired in any way without our express permission in writing.
- (2) This guarantee does not refer to
 - (a) normal wear and tear and worn items or software defects, viruses and similar;
 - (b) deliberate or grossly negligent damage;
 - (c) construction faults;
 - (d) special production orders when we work to plans, drawings and specifications submitted by the customer;
 - (e) settings or parameter adjustments to equipment which has changed due to wear, fatigue or dirt;
 - (f) deviations of the product from illustrations or data in our catalogues or other sales documents;
 - (g) articles of merchandise and products of other manufacturers which we sell.
 - (h) assembly work and/or any other work performances or services.
- (3) This guarantee applies to permanent malfunctions of products due to significant production and/or material defects whenever the former exceed the nominal failure rate. Unless otherwise stipulated in the product and application specifications, the nominal failure rate for electronic operating devices and components such as LEDs shall be set at 0.2% per 1,000 operating hours, unless expressly indicated otherwise. Furthermore, a decrease in luminous flux of up to 0.6% per 1,000 operating hours and a colour point shift over the service life of LED modules shall be considered as state of the art and shall not be covered by this guarantee. The luminous flux and performance of new LED modules are subject to a tolerance of +/- 10 %. In the event that LED modules are replaced, lighting properties may vary from the

original product due to technical progress and changes in luminous flux as a result of usage.

§ 2 Conditions for establishing claims

(1) In order to make a guarantee claim, the customer must provide us with an original invoice issued by Wever & Ducré to the customer. Furthermore, the customer must provide us with his/her contact details and information on the products purchased. We reserve the right to request further information if necessary. If the customer does not have an original invoice issued to him/her by W&D, he/she must contact an authorised W&D sales partner. The authorised W&D sales partner is solely responsible to handle the claim.

(2) The customer must inform us in writing within two weeks of establishing that some or all of the products which are subject for the guarantee exhibit production and/or material defects. We reserve the right to be allowed a reasonable period of time to check the products. The customer shall bear the costs in the event that the products must be sent back to us for checking purposes. In the events that doubts emerge that the alleged defect actually exists or is due to a production and/or material defect covered by this guarantee, the customer shall assume the burden of proof to demonstrate the existence of the defect and/or the causality of a production and/or material defect covered by this guarantee; the customer shall furnish appropriate evidence of the same.

§ 3 Fulfilment of warranty obligations

(1) In the event that a product registered for guarantee claim turns out, upon examination, to exhibit the alleged defect or shortcomings and that the latter are covered by the guarantee statement we may either rectify the defect or replace the product as we choose in the form of an equal or equivalent or product, or refund the purchase price.

(2) The customer shall bear all additional costs incurred from the fulfilment of this guarantee. These include in particular, but not exclusively, costs of assembly and disassembly, of transport or dispatch of the defective and of the repaired product or of the replacement product, of disposal, of journey and travel times, of lifting equipment and scaffolding. The customer shall also bear the costs of any new system start-ups, software reinstallations or software updates required under this warranty.

(3) The functionality of our replacement products or parts shall correspond to that of the product or part which is to be replaced. The replacement products or parts can contain new or re-used materials that may have already been used, re-fitted or overhauled, but which are equivalent to new products or parts with regard to their performance and reliability; however, replacement products or parts may vary slightly in regard to their dimensions and design.

(4) Fulfilment of any part of this warranty shall not lead to an extension of the warranty period. However, replacement products or parts shall be covered by the warranty to the extent that we vouch that they are free of any production and/or material defects over the remaining applicable warranty period for the product which is being replaced, or into which the replacement products or parts are installed.

§ 4 Final provisions

(1) We shall not assume any liability extending beyond this warranty. In particular, under this warranty, we shall not assume liability for any indirect, special or consequential damage, or for any financial loss including the loss of actual or expected profits, interest, earnings, expected savings or expected business, damage to goodwill, or damage of any kind incurred by third parties. Our statutory warranty shall remain unchanged in accordance with our currently applicable General Terms and Conditions, subsidiary to the statutory provisions, however, and shall apply in addition to this warranty.

(2) Liability from this guarantee shall be restricted to the purchase price of the products affected as shown on the invoice from Wever & Ducré to the customer or the cost of repair or replacement; the lower amount constitutes the upper limit of liability under this guarantee. It is subsidiary to a liability arising from other legal reasons. An entitlement to additional services or payments, or any services and payments exceeding the actual value of the damage, may not be derived from this warranty.

(3) The customer may not transfer the guarantee or his rights arising thereunder without our express permission in writing. Third parties shall not be entitled to enforce any provision contained in this guarantee.

(4) Belgian law applies. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply.

(5) The place of jurisdiction for any disputes arising from this warranty statement shall be Kortrijk (Belgium).

(6) If part or all of a provision of this guarantee statement is or becomes invalid or unenforceable, this shall not affect the validity of any other provision. The partially or completely invalid or unenforceable provision shall be replaced by a valid provision that comes closest to the purpose intended by the parties.