

Specific warranty conditions EVA Optic products above water

Article 1. Definitions

- 1.1. In these specific warranty conditions, the below-mentioned terms shall have the following meanings, unless expressly stated otherwise or the context requires otherwise:
 - a. EVA Optic: the user of these specific warranty conditions: EVA Optic B.V. located at De Velde 1 in Zwartsluis (The Netherlands), registered at the Chamber of Commerce under CoC-number 08220828;
 - b. products: the EVA Optic products that are part of the standard product assortment of EVA Optic, with the exception of the products for use underwater. The products to which these conditions apply are mentioned in Article 2, paragraph 3;
 - c. other party: the natural person or legal entity that has purchased products from EVA Optic or one of its official points of sale;
 - a. general conditions: the general conditions of EVA Optic;
 - d. RMA-number: Return Material Authorization-number.

Article 2. Scope

- 2.1. These specific warranty conditions are an addition to the warranty conditions as included in Article 8 of the general conditions and any related conditions. If there are no deviations from the articles, the general conditions will be fully applicable.
- 2.2. These specific warranty conditions are only applicable to EVA Optic products, as is specified in paragraph 3 of this article and as is stated on the original proof of purchase.
- 2.3. These warranty conditions apply to the lighting luminaires with supplied power supply in the following product lines: linear lighting in the EVAline and Lara series, downlights in the Aura, DL Classic, Mini, Lemi and Leda series, spotlights in the Hydra series, pendant luminaires in the Pendra series, wall luminaires in the Astro series, the LED Candle series. This applies both to the standard (Industry) versions of these products and the variants in the Aqua HE and Sports product lines.
- 2.4. Products and accessories which are not specifically mentioned in this article fall under the warranty conditions as included in Article 8 of the general conditions of EVA Optic, with the exception of the products specifically for permanent use underwater, to which separate warranty conditions apply.

1

Article 3. Warranty conditions

- 3.1. The invoice is the warranty certificate. When submitting a warranty claim, the other party must provide EVA Optic with the invoice, or a copy of it, for the product to which the warranty claim applies.
- 3.2. EVA Optic guarantees that the products are free of any material defects and/or manufacturing errors for a period of four (4) years from the first original invoice date.
- 3.3. The warranty period mentioned in Article 3.2 does not apply to candles in the LED Candle series. To these products, a warranty period of three (3) years applies.
- 3.4. The warranty period mentioned in Article 3.2 does not apply to accessories such as, for example: DMS controllers, dimming packs, remote controls, other control accessories, sensors, emergency batteries, emergency units and similar accessories. A warranty period of one (1) year applies to these products.
- 3.5. In case of modifications of the products mentioned under 2.3, in order to make these suitable for usage outside of the scope of normal use of this product, the warranty period mentioned in Article 3.2 does not apply. Unless EVA Optic has explicitly communicated a different warranty period in written form to the other party.
- 3.6. Determining whether a product or product part is defective is only carried out by EVA Optic.
- 3.7. When invoking the warranty, the other party must observe Articles 7 and 8 of the general conditions, insofar as these are not deviated from in these warranty conditions.
- 3.8. A product or product part is defective when:
 - a. The product or product part is no longer working;
 - b. The decrease in light output according to invoice specifications is greater than the minimum Lumen Maintenance of 50,000 L80 B20, or, in other words, that the light intensity is still at least 80% of the original (L80) after 50,000 burning hours, and at least 80% of the luminaires reaches this L-value (B20).

- 3.9. Measurements as mentioned in paragraph 8 of this article only take place in EVA Optic's factory.
- 3.10. If the defect is observed within the warranty period after the original invoice date, and has been communicated to EVA Optic, and the warranty claim has been honoured by EVA Optic, EVA Optic will decide whether to proceed with a free reparation of the product (in the factory) or delivery of a (free) replacement product or product part or similar product or product part.
- 3.11. In case of a reparation or replacement, EVA Optic retains the right to make use of repaired or new products or product parts, which are as equivalent as possible to the original product in terms of quality, light colour, light output, appearance and performance. However, deviations are possible, and EVA Optic is not responsible for such deviations.
- 3.12. Replacement and/or repaired products or the used new or other product parts fall under the remainder of the original warranty period. The warranty will in no case be newly established or extended. Nor will the warranty period be suspended.

Article 4. Normal use

- 4.1. The warranty is only applicable in case of normal use and maintenance of the product under normal circumstances. Normal use shall be understood to include:
 - a. Installation, assembly and disassembly, usage in accordance with the included instructions for use, manuals and/or datasheet;
 - b. Installation, assembly and disassembly, usage and maintenance in accordance with the provided advice and/or manuals by EVA Optic;
 - c. Installation as a complete system in accordance with the product manuals and nationally applicable standards;
 - d. Inspection and maintenance of the products and of mountings in accordance with the applicable laws, rules and standards, and advice provided by EVA Optic;
 - e. Compliance with nationally applicable laws and standards concerning the use of mountings and periodical safety checks of mountings and mounting materials and other materials for the use for which EVA Optic products and accessories are intended.
- 4.2. The product datasheets of the separate products contain information about the application and normal usage conditions of the product. If this information is (partly) lacking, the below-mentioned preconditions apply in addition to the normal usage conditions:
 - a. Maximum content of Trichloramine in the air: 0.50 mg/m³ air (Target value: 0.20 mg/m³ air)
 - b. Maximum content of Ozone in the air (if applicable): 120 ug/m³ 1-hourly value
 - c. Minimum ambient temperature: 10°C
 - d. Maximum ambient temperature: 35°C
 - e. Maximum relative air humidity indoor swimming pool: 60%
 - f. Maximum free space around luminaire and power supply for air circulation for the purpose of cooling: 10 cm
 - g. Minimum free space around luminaire and at the front of a possible heat sink for air circulation for the purpose of cooling: 15 cm
 - h. Location of the luminaires: if not further specified, the products are suitable for usage in an indoor climate with normal office conditions.

The other party is responsible for supplying the required burden of proof to EVA Optic, so it can be used to determine whether the requirements for normal use as further specified in this article have been complied with.
- 4.3. The other party ought to install, use and maintain the products in such a way as may be expected from a reasonably acting user.
- 4.4. It may be reasonably expected from the other party that he/she knows or ought to know that, after installation and when using and maintaining in chlorine-rich environments, extremely accelerated damage to materials and mounting materials can occur.
- 4.5. The warranty is only applicable when applying original EVA Optic product parts, drivers and power supplies, cables and accessories.
- 4.6. The other party ought to take all measures that can be reasonably expected from him/her in order to prevent or reduce damage to the product.

Article 5. Limited warranty

- 5.1. The liability of EVA Optic is always limited to that which is included in Article 9 of the general conditions.

- 5.2. EVA Optic cannot be held responsible for any possible damages the other party suffers as a result of an installation temporarily not working during the period that a product is defective, the warranty claim is being examined, the product is being replaced or is being repaired.
- 5.3. If a product is defective and the other party has had the product replaced and/or repaired by a third party, the costs cannot be claimed back from EVA Optic.
- 5.4. Installation and de-installation of the products explicitly fall outside of the scope of these warranty conditions, regardless of the cause of the defect or the moment in which the defect occurs.
- 5.5. Work activities and wages for installation, or de-installation, replacement or reparation explicitly fall outside of the scope of the warranty conditions and cannot be claimed back from EVA Optic. Similarly, arranging for implements for access to the products – such as scaffolds, elevators, pontoons, etc. – falls outside of the scope of the warranty conditions and ought to be arranged for at the expense and risk of the other party.
- 5.6. EVA Optic is not responsible or liable for the (checking of) mountings and mounting materials of products (including supplied mountings).
- 5.7. A warranty claim will not be honoured in the following cases:
 - a. Abnormal use or abnormal installation, that is contrary to applicable national and international installation codes, which include – but are not limited to – NEN 1010 (The Netherlands), AREI (Belgium), DIN (Germany), IEC and ISO (international), National Electrical Code (United States), etc.;
 - b. Circumstances of abnormal use, such as vandalism, abuse, neglect, fire, (natural) disasters, etc.;
 - c. Uses or actions of use that reduce or undo the necessary cooling of the luminaire and/or the electrical power supply, such as, among others: insulation materials and other obstacles in front of, behind and/or around the product that can hinder or reduce the cooling capacity of a product. In such a case, the warranty will expire irrevocably;
 - d. Usage and/or replacement of product components and accessories by suppliers/manufacturers other than EVA Optic.
- 5.8. In environments where objects (such as in ball games) can reach the luminaires, it is obligatory to always make use of fall protection accessories in luminaires and linear lighting systems in order to secure the safety of users in the best way possible. The other party is responsible for assessing the need and complying with the application of this obligation.
- 5.9. EVAline linear lighting is a modular system that consists of two modules that are mounted together with a hinge system on the one side and a snap-lock mechanism on the other side. If there is disproportionate physical contact with an object such as a ball, the snap-lock mechanism could unsnap, which causes the light module to hang on the hinge system (and the possible obligatory fall protection – see paragraph 8). Although the chance is small, this could occur in practice. In this case, the luminaire is not defective and is also not regarded as such by EVA Optic. Responsibility for snapping the luminaire back in place in this case rests with the other party or user, and not with EVA Optic.
- 5.10. The warranty is limited to the first end user. This must be demonstrated with the original purchase invoice issued by EVA Optic or one of its official points of sale.
- 5.11. Warranty expires if, among other things, there are malfunctions in installations that, for example, cause ambient temperatures or chlorine concentrations in the air to fall outside the scope of normal usage.
- 5.12. EVA Optic is never liable for the applicability and safety of its products in a specific environment/application. Responsibility and assessment of the application of a product in a certain environment/application rests with the other party.
- 5.13. EVA Optic is never liable for the quality of, and the compatibility with, the installation in which/to which products are connected.
- 5.14. The other party is responsible for the safety and inspection of products and mounting and general safety in accordance with the nationally applicable laws, rules and standards.
- 5.15. If it appears during the examination of the warranty claim that the other party is not entitled to invoke the warranty due to these warranty conditions, this will be communicated to the other party as soon as possible.

Article 6. Returning product

- 6.1. The other party ought to report any complaints to EVA Optic directly after discovery, but at least within the set warranty period, after which EVA Optic can provide the other party with an RMA-

- number for warranty assessment.
- 6.2. The other party must have sent the defective products or product parts, stating the RMA-number, within thirty (30) days after having received the RMA-number.
 - 6.3. Products that are returned for warranty must contain a cable of at least one (1) meter. Products in the Hydra spotlights series must contain a cable of three (3) meters.
 - 6.4. Products sent without an RMA-number will be returned to the other party by EVA Optic at the other party's expense or will be refused.
 - 6.5. The costs of the return shipment of the defective product are to be borne by the Other party, regardless of whether the defect falls within the warranty conditions.

Article 7. Warranty service

- 7.1. For a correct and quick service, the other party that has bought the product at an official point of sale ought to contact the representative of the point of sale where the other party bought the product.
- 7.2. When the other party is not certain whether a defect is covered by warranty, the other party ought to contact the customer service of EVA Optic or of the company where the other party purchased the product.
- 7.3. Work activities as part of the warranty are carried out in EVA Optic's factory.
- 7.4. In highly exceptional cases, support can be provided on location, but only within the warranty period. The assessment for the necessity of support on location is carried out solely by EVA Optic.
- 7.5. Service on location within the warranty period is not free of charge, even when it appears that the defect falls within the warranty conditions. The net costs for support on location are 75 euros excl. VAT per hour or part of an hour plus travel expenses to and from Zwartsluis, regardless of the nature of the defect. Before EVA Optic provides support on location, the other party will be informed of these costs.
- 7.6. No support on location will be provided outside of the warranty period.
- 7.7. Any costs of installation, assembly and/or disassembly are never at the expense of EVA Optic.
- 7.8. If service on location is found to be necessary, the other party will make sure that the installation is accessible for the service personnel of EVA Optic. The (renting of) any necessary equipment and machinery in order to access the installation in accordance with the applicable safety regulations are to be borne by the other party, regardless of the nature of the defect.

4

Article 8. Other

- 8.1. If these warranty conditions and the general conditions contain contradictory and/or divergent conditions, the conditions included in these specific warranty conditions prevail.
- 8.2. EVA Optic retains the right to change these warranty conditions periodically. Changes apply to orders that have been placed on or after the revision date of the warranty conditions.
- 8.3. Possible deviations from these warranty conditions or from the general conditions are only applicable when these have been explicitly agreed upon in written form or via email.