



WARRANTY

WARRANTY POLICY FOR LIGHTING FIXTURES

This document sets out the warranty policy of the PITS NV – MODULAR LIGHTING INSTRUMENTS (sales) organisation (hereinafter referred to as 'PITS NV') from whom you (hereinafter referred to as 'the Purchaser') have bought professional lighting fixtures. This warranty applies exclusively for professional fixtures of the MODULAR brand (hereinafter referred to as the 'Products') which have been sold in Europe since November 2014.

This warranty policy is subject to the following provisions and the terms and conditions attached (hereinafter referred to as the 'Terms & Conditions of Warranty').

This warranty policy applies only when reference has been made to it in a sales agreement between PITS NV and the Purchaser and replaces the standard warranty provisions set out in the PITS NV general terms & conditions of delivery.

A. WARRANTY PERIOD

With due observance to the provisions set out in the Terms & Conditions of Warranty, the Purchaser has the right to warranty for the period of:

- 2 years for conventional products (NON-LED)
- 3 years for the LED light source for devices with Philips MASTER LED PAR30 and/or LED STRIPS
- 5 years for the LED light source for devices with Philips MASTER LED and/or LED MODULES/LINES

B. SPECIAL TERMS & CONDITIONS

- The warranty period commences on the date of the invoice.
- The warranty period is based on a burn time of a maximum of 4,000 hours per year. In the case of more than 4,000 hours per year, the warranty period is adjusted on a pro rata basis.
- This warranty policy only applies if the products have been properly fitted and are used in the operating conditions specified on the product information sheet.
- The Purchaser is automatically entitled to this 'standard warranty'. On request, an 'extended warranty' or a 'customised project warranty' can be agreed after the specific operating conditions.
- The Purchaser should not refer to other information or documentation.
- Devices without an integrated ballast are not covered by the warranty, unless:
 - The ballasts were bought at the same time from PITS NV
 - The ballasts used are identical to the ballast prescribed by PITS NV (see driver matrix, download available on the website)

- The client has received written confirmation from PITS NV whereby Modular exempts the ballast being used (only for larger projects)

C. ADDITIONAL CONDITIONS (not exhaustive)

- This warranty only applies to products sold in Europe. Other terms & conditions may apply in other regions.
- The Products have been bought directly from a PITS NV (sales) organisation.
- There is proof of purchase for the Products available for inspection by PITS NV.
- The Products have been properly fitted and operated according to the manufacturer's instructions.
- Satisfactory records are kept about the working history which are available for inspection by PITS NV
- A PITS NV representative has access to defective Products. If there is any doubt surrounding the Products or other components, the representative has the right to invite representatives from other manufacturers to assess the lighting systems.
- The costs of labour for the installation/dismantling of the Products are not covered by the Warranty.

TERMS & CONDITIONS OF WARRANTY

1. LIMITED WARRANTY

This warranty only applies to lighting products of the Modular brand which have been sold by PITS NV on the European continent (hereinafter referred to as the 'Product' or the 'Products'). The warranty only applies with respect to the party buying the products directly from PITS NV (hereinafter referred to as the 'Purchaser').

PITS NV guarantees that every Product is free of any defects in terms of materials and craftsmanship. The aforementioned warranty is valid for the period specified in the warranty policy which is current for the Products to which reference is made in your contract of sale. If a Product does not work in compliance with the warranty, PITS NV will ensure free repair or replacement of the defective product, at the discretion of PITS NV, with due observance of the applicable warranty policy and the terms and conditions of the limited warranty described below.

2. TERMS AND CONDITIONS

- Only the Purchaser is entitled to the warranty of PITS NV. If a Product covered by this warranty is returned by the Purchaser in compliance with the provisions specified under 3 ('Claims made under the warranty') and within the appropriate warranty period specified in the warranty policy and PITS NV, after inspection, establishes to its own satisfaction that the Product in question does not fall under terms of the warranty, PITS NV, at its own discretion, shall repair or replace the Product or the defective component or refund the purchase price to the Purchaser. For the sake of clarity, 'repair or replacement of the Product or the defective component' does not involve removal or reinstallation work or costs or expenses associated with this work, including, but not limited to, the cost of labour.
- Should PITS NV decide to replace the Product but is not able to do so because it is no longer manufactured or available, PITS NV can choose to refund the money to the Purchaser or replace the Product with a similar product (which may have minor differences in design and product specifications).
- No single agent, distributor or dealer is authorised to amend, change or extend the terms and conditions of the warranty on behalf of PITS NV.

- This warranty applies exclusively when the Product is properly connected and installed and works within electrical values, the operational range and the environmental requirements which are specified in the specifications, implementation guidelines, IEC standards or any other document supplied with the Product. If it has been established that a Product is defective or does not work in conformity with the product specifications, the Purchaser must notify PITS NV of this in writing.
- PITS NV will facilitate the technical solution to the problems. Products sold by PITS NV from third parties are not covered by this warranty, except insofar as specified under 5 ('Restrictions and conditions').
- This warranty does not apply with respect to damage or non-functioning as a result of force majeure or improper use, misuse, abnormal use or use which is contrary to the applicable standards, codes or instructions for use, including, but not limited to, those which have been enshrined in the most recent electrical and/or safety and industry standards for the region(s) in question.
- This warranty is annulled if repairs or modifications are made to the Product by someone who has not been authorised to do so by PITS NV in writing. The production date must be clearly legible on the product. PITS NV reserves the right to take the final decision on the validity of a claim under the terms of the warranty.
- If a request is made by PITS NV to this effect, non-compliant or defective Products become the property of PITS NV as soon as they have been replaced.

3. CLAIMS UNDER THE TERMS OF THE WARRANTY

All warranty periods specified only apply if a Modular representative is given access to the Product or system in order to verify the non-conformity. Claims made under the terms of the warranty must be reported to and submitted to the local Modular office within 30 days of the defect being discovered, mentioning the following information as a minimum (additional information may also be requested):

- particulars with respect to the defective Products; and for System warranties, also particulars regarding the other components used;
- date of installation and invoice;
- detailed description of the problem, the number and percentage of defects, date code defect;
- uses, burn times and number of switching cycles;

In the event of a valid claim under the terms of the warranty, PITS NV will take responsibility for the costs of transport. PITS NV can charge the Client with respect to returned products which are deemed to be non-defective/non-compliant together with the associated transport, testing and administrative costs.

4. NO IMPLICIT OR OTHER GUARANTEES

- The guarantee and remedies contained within this warranty are the only guarantees that PITS NV issue with respect to the Products and are issued instead of all other explicit or implicit guarantees, including, but not limited to, guarantees of saleability or suitability for a specific purpose, these guarantees being hereby rejected.
- These terms and conditions describe the only liability and obligation on the part of PITS NV vis-à-vis the Purchaser and the only and exclusive remedy for the Purchaser with respect to Products supplied to the Purchaser by PITS NV which are defective or non-compliant, regardless of whether the claim for compensation is based on a non-explicit

guarantee specified in these terms and conditions, unlawful act, agreement or other legal concept, even if PITS NV has been notified or made aware of such defects.

5. RESTRICTIONS AND CONDITIONS

- This is a limited warranty which, amongst other things, excludes the installation and provision of access to the products (scaffolding, lifts, etc.) and special, occasional and consequential damage (such as loss of turnover/profit, material damage or other costs not previously specified) and which is additionally defined by the restrictions and conditions which are described in the relevant warranty policy and these terms and conditions.
- On request, access to the defective Product or system of the defective application must be granted to Modular representatives so that the non-conformity can be verified.
- PITS NV cannot be made liable for the power-supply conditions, including supply peaks, overcurrent and undercurrent and provisions to control the ripple voltage which fall outside the specified limits for the products and outside the limits defined by the relevant supply standards (e.g. EN 50160).
- For products sold by PITS NV to the Purchaser, but which are not provided with the MODULAR name or sub-brands, PITS NV does not give any explicit or implicit guarantee, including, but not limited to, the guarantee of saleability or suitability for a specific purpose; however, if requested, PITS NV will make the manufacturer's warranties for the product available to the Purchaser, but only insofar as this is permitted by law and relevant agreements.