

GENERAL WARRANTY CONDITIONS HORTILUX SCHRÉDER B.V.

Article 1: General:

These General Warranty Conditions are part of the General Conditions of Hortilux Schröder B.V. (hereafter referred as Hortilux). They supplement Articles 14, 15 and 23 of the General Terms and Conditions and replace Articles 16, 17, 18, 19, 20, 21 and 22 of the General Terms and Conditions.

Article 2: Warranty on the electrical installation:

The warranty on the electrical installation applies only to installations designed and installed by Hortilux, and includes all components used by Hortilux.

The warranty period for the electrical installation is one year. This warranty period starts after delivery or commissioning of the installation, whichever comes first. Ground cables are excluded from warranty scope if they are underlaid by means of directional boring, and/or if they are damaged due to any activities of the customer.

Article 3: Guarantee on services and advice:

On services, data and advice provided as, but not limited to, light measurements, other measurements, cleaning reflectors, performing repairs on products with expired warranty, making repairs on products or installations of the customer and / or third parties, no warranty claim shall be accepted.

Hortilux stipulates expressly to strive for delivering her best services and/or advices to her customer. In case of a significant divergence of quality between the expectations of customer and the delivered services and/or advices, Hortilux shall consider reimbursing a proportional part of the original invoice value.

Article 4: Warranty on HPS fixtures:

The warranty period for newly delivered HPS fixtures, with the exception of electronic ballasts (hereafter referred as drivers) and lamps, is three years. The warranty periods for drivers and lamps mentioned below only apply if they are purchased as part of a new fixture. If these are not part of a new fixture, the warranty periods for individual components of HPS fixtures apply (Article 5).

The warranty on the driver that is part of a HPS fixture depends on the type of fixture supplied. Damages due to mechanical effects, water ingress, over or under voltage are excluded from the warranty.

HSE NXT 2 Topline all versions: 3 years
HSE NXT 2 Comfort EW all versions: 3 years
HSE NXT 2 Comfort SW: 2 years

The warranty on the lamp that is part of an HPS fixture depends on the type of fixture supplied. Damages due to breakage, fracture, pollution, mechanical effects, over or under voltage are excluded from the warranty.

HSE NXT 2 Topline all versions: 4 years or 10,000 running hours, whichever comes first
HSE NXT 2 Comfort EW all versions: 3 years or 7,500 running hours, whichever comes first
HSE NXT 2 Comfort SW: 2 years or 5,000 running hours, whichever comes first

Article 5: Warranty on separate components of HPS fixtures:

Service components of HPS fixtures are the components delivered separately, thus not as a part of complete HPS fixture. The production code on the delivered component determines the starting date of the warranty period.

The warranty on the driver supplied as a separate component depends on the type of fixture supplied. Damages due to mechanical effects, water ingress, over or under voltage are excluded from the warranty.

driver for HSE NXT 2 Topline all versions: 3 years
driver for HSE NXT 2 Comfort EW all versions: 3 years
driver for HSE NXT 2 Comfort SW: 1 year

The warranty on the lamp supplied as a separate component depends on the type of fixture supplied. Damages due to breakage, fracture, pollution, mechanical effects, over or under voltage are excluded from the warranty.

Lamp for HSE NXT2 Topline all versions: 4 years or 10,000 running hours, whichever comes first
Lamp for HSE NXT2 Comfort EW all versions: 3 years or 7,500 running hours, whichever comes first
Lamp for HSE NXT2 Comfort SW: 1 year

Article 6: Warranty on fixtures with a LED light source:

The warranty period on new LED fixtures delivered depends on the type of fixture supplied. The warranty periods mentioned below relates to the proper

functioning of the LED engine [PCB(s) and driver(s)] and does not relate to the failure of individual LEDs. The guarantee on the proper functioning of (individual) LEDs is described in Article 9 regarding the light output of LED fixtures.

HORTILED Top 120v19: 3 years or 10,000 running hours, whichever comes first
HORTILED Top Summit: 5 years (maximum 5,000 running hours per year)
HORTILED Top Vertex: 5 years (maximum 5,000 running hours per year)
HORTILED Multi all versions: 3 years (maximum 5,000 running hours per year)
HORTILED Inter all versions: 3 years (maximum 5,000 running hours per year)

A three-year warranty is given on the other components of the LED fixtures.

Article 7: Warranty on separate components of LED fixtures:

Service components of LED fixtures are the components delivered separately, thus not as a part of complete LED fixture.

The warranty on the driver supplied as a separate component depends on the type of fixture supplied. Damages due to mechanical effects, water ingress, over or under voltage are excluded from the warranty.

driver for HORTILED Top 120v19: 3 year
driver for HORTILED Top Summit: 4½ years
driver for HORTILED Top Vertex: 4½ years
driver for HORTILED Multi all versions: 1 year
driver for HORTILED Inter all versions: 1 year

Article 8: Warranty on the light output of HPS fixtures:

The warranty on light output covers complete projects (new or after group replacement) with a minimum of 500 (five hundred) fixtures. In case that there is a too low light output claim from the customer, Hortilux is entitled to implement a verification based on a sample batch of at least 15 (fifteen) lamps. These lamps shall be selected by Hortilux from the suspected site of the customer, and shall be taken by Hortilux for further detailed investigation. The verification will be executed in a standard test setup. After detailed investigation and verification, if Hortilux decides that the average light output is lower than what was guaranteed by the lamp manufacturer, Hortilux shall submit the claim to the lamp manufacturer.

If the manufacturer declares the claim well-founded, he will make a compensation proposal on a pro rata basis. Hortilux will submit this compensation proposal to the customer. The manufacturer's conclusion, whether the claim is well-grounded or not, shall be binding in any case. Under no circumstances the lamps sent to the manufacturer shall be returned. With a compensation proposal, the customer can only carry out a total replace for the entire affected location (customer project) and with lamps from the same manufacturer. The validity of the compensation offered by the manufacturer is limited to one month after the date of submission of the compensation proposal from Hortilux to the customer.

Article 9: Warranty on the light output of LED fixtures:

The light output of LED fixtures is based on the entire spectrum and not on specific colors with its spectrum. In case that there is a too low light output claim from the customer, Hortilux is entitled to implement a verification based on samples selected by Hortilux from the suspected site of the customer. These shall be taken by Hortilux for further detailed investigation. The verification will be executed in a standard test setup. Hortilux's conclusion whether the claim is well-grounded or not, shall be binding in any case.

If Hortilux declares the claim well-founded, she will make a compensation proposal on a pro rata basis. With a compensation proposal, the customer can only carry out a total replace for the entire affected location.

The Hortilux warranty on light output varies per type of LED fixture and is shown below. Hortilux guarantees a minimum light retention of 90% on the guaranteed value as set out in the lighting plan. This applies per type for the following period:

HORTILED Top 120v19: 3 years or 10,000 running hours, whichever comes first
HORTILED Top Summit: 5 years or 25,000 running hours, whichever comes first
HORTILED Top Vertex: 5 years or 25,000 running hours, whichever comes first

Article 10: Warranty for other products:

The warranty for products not mentioned in the previous sections is limited to the warranty conditions provided by the manufacturer. If the manufacturer declares the claim well-founded, he will make a compensation proposal on a pro rata basis. Hortilux will submit this compensation proposal to the customer. The manufacturer's conclusion, whether the claim is well-grounded or not, shall be binding in any case.