

1. GENERAL TERMS

A. Scope

The warranty set forth below is provided by SCHREDER with respect to SCHREDER® branded LED luminaires designed for Road and Street Lighting purposes (hereinafter referred to as “Products”) and sold by SCHREDER in the Netherlands (hereinafter referred to as “Territory”) to its direct customers (hereinafter referred to as: “Customers”).

This warranty is effective for purchases of Products on or after the effective date set forth below. SCHREDER reserves the right to change this warranty without prior notice. Any such change shall be effective for all orders placed with SCHREDER on or after the effective date of such change.

B. Warranty Coverage

SCHREDER warrants that each Product will be free from defects in materials and workmanship subject to all conditions and limitations contained in this warranty for a period of five (5) years for all Products that are sold in the Territory (hereinafter referred to as: “Warranty Period”), from the date of invoice.

SCHREDER also warrants the luminous performances of its Products during the Warranty Period. During the Warranty Period and subject to all conditions and limitations contained in this warranty the luminous flux will be maintained at a level of at least 80% of the initial nominal flux¹ mentioned in the datasheet or SCHREDER application study with a supply at nominal current, provided that the average nighttime ambient temperature does not exceed the rated T_q performance temperature and taking into account a tolerance of 5% on the drivers’ nominal current.

This warranty is granted only for Products switched on/off on a daily basis with an average annual utilization of 4.200hours and used in accordance with their technical specifications and installation instructions.

Official photometrical measurements can only be carried out by SCHREDER or by a mutually agreed accredited laboratory with a protocol defined by SCHREDER.

In case of defective Products determined as such by SCHREDER and determined by SCHREDER to be covered by this warranty, SCHREDER shall at its sole discretion repair or replace such Products. If a Product has been discontinued or is not available for any other reason, SCHREDER may propose an alternative product.

¹ L80 B10 means that a minimum of 80% of the initial luminaire luminous flux will be maintained for a period that corresponds at least to the Warranty Period for the maximum ambient nighttime temperature.

2. LIMITATIONS AND CONDITIONS

This warranty is strictly limited to the Products delivered by SCHREDER. All other costs (e.g. dismantling, freight for defective parts or Products, removal and reinstallation, transport time, tools for lifting and scaffolding or other costs coming from an installation breakdown, as well as all costs or damages that are consequential, special, incidental or pure financial damages such as loss of revenue/profits, damage to property, work stoppage, idle assets, loss of production, costs incurred by closed roads, road signs, traffic deviations etc.) are explicitly excluded and SCHREDER shall not be liable for injury to any person or damage to property.

The Customer must demonstrate that any default, defect or damage to a Product or part thereof does not result from or is not directly or indirectly caused by any error, default, neglect, abuse, misuse or abnormal use by the Customer including without limitation the Customer’s failure to comply with any of the following conditions or requirements:

- In every case, the Customer has properly transported the Product using the original packaging;
- The Customer has consistently stored, installed, used and maintained the Product in compliance with SCHREDER specifications, guidelines, and instructions and, where applicable, IEC standards;
- The Customer has only used the Product for a purpose that was intended by SCHREDER;
- The Product has consistently been wired, installed and operated within the electrical values, operating range and environmental conditions in compliance with SCHREDER specifications, application guidelines, IEC standards or any other document accompanying the Product;
- The Product has not been subjected to mechanical loads which are inconsistent with its intended use;
- The Product has not been exposed to ambient temperatures in excess of the lower of T_a = 45°C (integrity, safety temperature) or the maximum value specifically rated by SCHREDER;
- Neither the Customer nor anyone other than SCHREDER has repaired, replaced, adjusted or altered any Product and/or any part thereof, without SCHREDER’s prior and written consent and authorization;
- The not accessible/sealed parts, e.g. optical compartments, of the Product have not been opened by the Customer without SCHREDER’s prior and written authorization;
- The Product has not been improperly manipulated and/or put into contact with chemical products.

The probability ratio B10 indicates that minimum 90 % of the luminaires in a given installation will meet the specified lumen maintenance level.

This warranty does not apply to:

- damage or failure to perform arising as a result of a force majeure or from any violation of any applicable standard or regulation, including without limitation those contained in the latest safety, industry and/or electrical standards and regulations applicable to the Customer;
- failure in performance, structural defect or functional deficient when SCHREDER has complied in full with the Customer's written briefs, drawings or specifications which subsequently are found to be inadequate, incomplete or defective;
- damage or failure to perform arising as a result of electrical supply conditions, including spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the Product and those defined by relevant suppliers or contrary to industry standards relating to acceptable input power;
- any acts of nature such as lightning damage or corrosion should the corrosion be the result of external causes or factors (e.g. chemical products);
- additional control gears e.g. telemanagement;
- parts, elements and/or accessories added to the Product after its delivery;
- normal wear and tear of the Product.

Should the Product be installed in a corrosive environment, notably seaside or chemical site, the Customer must inform SCHREDER, which shall prescribe necessary precautions like additional, specific treatment and painting that the Customer should comply with, including the regular respect of the prescribed maintenance actions during the course of operation.

3. NO IMPLIED OR OTHER WARRANTIES

The warranties explicitly granted in this warranty are the only warranties given by SCHREDER in connection with the Products supplied to its Customers and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights, all of which are hereby disclaimed.

In no event shall the liability of SCHREDER for all claims made under this warranty with respect to a Product item exceed the total payments made by the Customer for that Product item. Moreover the Customer shall not be entitled to request and/or claim any payment extensions, price reductions or the termination of the supply contract if any.

No agent, distributor or dealer is authorized to change, modify or extend the terms of this warranty on behalf of SCHREDER.

4. WARRANTY CLAIMS

The Customer must immediately notify SCHREDER of a possible claim in writing within thirty (30) calendar days from discovery of the defect or damage and, in any event within the Warranty Period, and give in such notification details of the defect or damage, including without limitation:

- Installation characteristics (location, street, number of Products affected, relevant installation details, etc.)
- Manner in which and environment circumstances under which the Products have been used
- Name, variant, model and serial numbers (if available) of the defective Products
- Copy of the invoice and delivery note
- Installation date
- Detailed problem description.

A Customer may only ship a defective Product back to SCHREDER if SCHREDER has issued an RMA (Return Material Authorization) for that Product.

SCHREDER representatives shall be granted the right to access the defective Product prior to its disassembly and/or power grid to which the Product was connected for verification. Any restriction to this right will release SCHREDER from its warranty obligations hereunder with respect to the affected Product. Damaged parts, debris etc. should not be disposed of until written authority is given by SCHREDER.

Non-conforming or defective Products or parts shall become SCHREDER's property as soon as they have been replaced.

If after issuance of an RMA, SCHREDER determines that the Customer has no warranty protection for the Product(s) shipped under the RMA, SCHREDER is entitled to charge the Customer the costs that it incurs in inspecting the Product(s) and determining whether it is eligible for warranty coverage.

The Warranty Period for replaced or repaired part or Product shall be the remainder, if any, of the initial Warranty Period for the repaired or replaced part or Product.

Effective Date: September, 1st 2015