

HORTILUX SCHRÉDER B.V. GENERAL GUARANTEE CONDITIONS(version 2021 – v3)

Article 1: General:

These General Guarantee Conditions form a part of the General Terms and Conditions of Hortilux Schröder B.V. (hereinafter referred to as Hortilux). They are a supplement to 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: Electrical system part guarantee:

The guarantee for parts of the electrical system (in particular, panels) applies to systems that have been designed by Hortilux and includes all components that Hortilux has used.

The guarantee period for the electrical system is one year. This guarantee period starts after the delivery or commissioning of the system, i.e., whichever occurs first. Underground cables are excluded from the guarantee if they have been laid by means of directional drilling and/or if cables have been damaged due to the activities of the Client.

Article 3: Guarantee on services and recommendations:

A guarantee is not provided with regard to the provision of services such as the following (but not exclusively): light measurements, other measurements, cleaning reflectors, carrying out repairs on products regarding which the guarantee period has elapsed, carrying out repairs on products or systems of the Client and/or third parties, providing data and giving advice.

Hortilux does, however, have a best-efforts obligation to still deliver to the Client services and/or recommendations that lag behind to a large extent with regard to quality from what the Client should reasonably expect that have been supplied in relation to this and/or to reimburse a proportional part of the invoice value.

Article 4: HPS fixture guarantee:

The guarantee period in relation to newly supplied HPS fixtures with the exception of the electronic ballast (hereinafter to be referred to as the drivers) and lights therein is three years. The specified guarantee periods for drivers and lights only apply if they have been purchased as part and as an assembly of a new fixture determined by Hortilux.

The guarantee of the driver that is part of an HPS fixture depends on the supplied fixture type. Mechanical damage, water damage and damage as a result of overvoltage or undervoltage are excluded from the guarantee.

HSE NXT2 Topline all models: 3 years
HSE NXT2 Comfort EW all models: 3 years
HSE NXT2 Comfort SW: 2 years

The guarantee of the light that is part of an HPS fixture depends on the supplied fixture type. The light breaking, damage due to overvoltage or undervoltage, contamination or mechanical damage are excluded from the guarantee.

HSE NXT2 Topline all models: 4 years or 10,000 hours of operation: whichever occurs first
HSE NXT2 Comfort EW all models: 3 years or 7,500 hours of operation: whichever occurs first
HSE NXT2 Comfort SW: 2 years or 5,000 hours of operation: whichever occurs first

Article 5: Guarantee with regard to individual HPS fixture components:

If individual components are supplied that are identical to the original driver AND light combination, the guarantee periods are as described in Article 4. This also applies with regard to an individual supply.

If individual parts are ordered that are a part of another configuration (for example, Comfortline instead of Topline), a guarantee of no more than 1 year applies to both the driver and the light regardless of the number of use hours in the relevant period.

The light breaking, damage due to overvoltage or undervoltage, contamination or mechanical damage are excluded from the guarantee.

Article 6: Guarantee with regard to fixtures with an LED light source:

The guarantee period with regard to newly supplied LED fixtures depends on the supplied fixture type. The guarantee referred to below is related to the correct operation of the LED engine (printed circuit boards (PCBs) and driver(s)) and is not related to the individual LEDs. The guarantee related to the correct

operation of the (individual) LEDs is described in Article 9 with regard to the light output of LED fixtures.

HORTILED Top 120v19: 3 years or 10,000 hours of operation: whichever occurs first

HORTILED Inter all models: 3 years (at most 5,000 hours of operation a year)
HORTILED Multi and Multi 4DIM: 3 years (at most 5,000 hours of operation a year)
HORTILED Multi Fusion: 5 years or 25,000 hours of operation: whichever occurs first
HORTILED Top Summit: 5 years (at most 5,000 hours of operation a year)
HORTILED Top Vertex: 5 years (at most 5,000 hours of operation a year)
HORTILED Top Sirius: 5 years (at most 5,600 hours of operation a year)
HORTILED Top Intense: 5 years (at most 5,600 hours of operation a year)

The guarantee for the other components of the LED fixture is of three years.

Article 7: Guarantee with regard to individual LED fixture components:

Individual LED fixture components are involved if the delivery of the component is not part of the delivery of an entire LED fixture.

The guarantee of the driver that is supplied as an individual component depends on the supplied fixture type. Mechanical damage, water damage and damage as a result of overvoltage or undervoltage are excluded from the guarantee.

Driver for HORTILED Top Sirius: 5 years
Driver for HORTILED Top Intense: 5 years

Article 8: Guarantee with regard to the light output of HPS fixtures:

The guarantee with regard to the light output is related to full projects (new or after group replacement) with a minimum of 500 fixtures. If the Client should claim that the light output is too low, Hortilux shall be entitled to carry out a verification based on a random check of at least fifteen (15) lights selected by Hortilux taken from the Client's affected location. The verification shall be carried out using a standard test set-up. If Hortilux is of the opinion that the average light output is lower than what is guaranteed by the manufacturer, Hortilux shall pass on the claim to the manufacturer of the lights.

If the manufacturer declares the claim well-founded, the manufacturer shall draw up a proportional compensation proposal. Hortilux shall pass on this compensation proposal to the Client.

The conclusion of the manufacturer whether a claim is well-founded or not is binding. Lights which have been sent to the manufacturer shall never be returned. The Client can only carry out a group replacement with a compensation proposal for the entire affected location (customer project) and with lights from the same manufacturer. The validity of the compensation offered by the manufacturer is limited to one month after the date of the compensation proposal of Hortilux to the Client.

Article 9: Guarantee with regard to the light output of LED fixtures:

The LED fixture light output is based on the entire spectrum and not on specific colours in the spectrum. If the Client should claim that the light output is too low, Hortilux shall be entitled to carry out a verification based on a random check on a selection made by Hortilux taken from the Client's affected location. The verification shall be carried out using a standard test set-up. The conclusion of Hortilux whether a claim is well-founded or not is binding.

If Hortilux declares the claim well-founded, Hortilux shall draw up a proportional compensation proposal. The Client can only carry out a group replacement with a compensation proposal for the entire affected location.

Hortilux's guarantee with regard to light output shall depend on the LED fixture type and is shown below. Hortilux guarantees a minimum light retention of 90% (L) in relation to the specification value of the relevant fixture type as included in the light plan drawn up by Hortilux. In addition, it applies that no more than 10% (B) of the total number of fixtures may have a lower light output than the 90% values as specified above. The so-called LB rating for all LED fixture types is L90B10 in relation to a service life of:

HORTILED Top 120v19:	10,000 hours of operation
HORTILED Top Summit:	25,000 hours of operation
HORTILED Top Vertex:	25,000 hours of operation
HORTILED Multi Fusion:	25,000 hours of operation
HORTILED Top Sirius:	50,000 hours of operation
HORTILED Top Intense:	50,000 hours of operation

Article 10: Guarantee on other products:

The guarantee on products that are not specified in the preceding sections is limited to the guarantee that is provided by the manufacturer. If the manufacturer declares the claim well-founded, the manufacturer shall draw up a proportional compensation proposal. Hortilux shall pass on this compensation proposal to the Client. The conclusion of the manufacturer whether a claim is well-founded or not is binding.