

HORTILUX SCHRÉDER B.V. GENERAL WARRANTY CONDITIONS

Versie 2024-01 valid from April 1st 2024

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).

Article 2: Electrical system part warranty:

The warranty 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 warranty period for the electrical system is one year. This warranty period starts after the delivery or commissioning of the system, i.e., whichever occurs first. Underground cables are excluded from the warranty 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: Warranty on services and recommendations:

A warranty 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 warranty 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 warranty:

The warranty period in relation to newly supplied HPS fixtures form the "HSE NXT2 Top Line +" - series, is 3 years or a maximum of 7.500 hours of operation, whichever comes first. Breakage, damage due to over- or under-voltage, pollution or mechanical damage is excluded from the warranty.

Article 5: Warranty with regards to individual HPS fixture components:

If individual components are supplied that are identical to the original driver AND lamp combination, the warranty 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, a warranty 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 warranty.

Article 6: Warranty on LED fixtures:

The warranty period on newly delivered LED fixtures depends on the supplied fixture type. The warranty referred to below is related to the correct operation of the fixture and the accessories supplied by Hortilux. Improper use, mechanical damage, water damage and damage as a result of over or under voltage are excluded from the warranty.

| Fixture | Warranty periode in Years | Maximum hours of operation |
|------------------------|---------------------------|----------------------------|
| HORTILED Multi* | 3 | 15.000 |
| HORTILED Multi 4DIM* | 3 | 15.000 |
| HORTILED Multi Fusion* | 5 | 25.000 |

*whichever comes first

| Fixture | Warranty periode in Years | Maximum hours of operation per year |
|-----------------------|---------------------------|-------------------------------------|
| HORTILED Top 120v19* | 3 | 3.500 |
| HORTILED Top Summit* | 5 | 5.000 |
| HORTILED Top Vertex* | 5 | 5.000 |
| HORTILED Top Sirius* | 5 | 5.600 |
| HORTILED Top Intense* | 5 | 5.600 |
| HORTILED Top Antares* | 5 | 5.600 |
| NXTLED* | 5 | 5.600 |

*whichever comes first

The HORTILED Top Sirius, HORTILED Top Intense and HORTILED Top Antares consists of a light-unit (LU) and a separate external driver unit (DU). The warranty for the driver unit is 5 years, regardless the number of hours of operation.

Article 7: Warranty on other products:

The warranty on products that are not specified in the preceding sections is limited to the warranty 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..