

ETAP WARRANTY POLICY

1. SCOPE

The ETAP warranty policy applies to all products and systems supplied by ETAP delivered and invoiced after March 1st 2011:

- Luminaires with traditional light sources: fluorescent, HID
- Luminaires with LEDs
- Emergency lighting luminaires
- Systems for light management
- Systems for emergency lighting management

2. WARRANTY PERIOD

ETAP guarantees that its products are free from manufacturing defects and/or defect material for the guarantee period of 5 years after installation (t.i. 30 days after the goods have been made available in the plant in Malle), with the exception of the products mentioned hereunder:

- Fluorescent lamps and HID lamps: 1 year warranty
- Batteries of lighting luminaires with emergency function: 2 years warranty
- Systems for light management (Excellum) without maintenance contract: 1 year warranty
- Systems for emergency lighting management (EBS-ESM) without maintenance contract: 2 years warranty

3. WARRANTY CONDITIONS

The warranty only applies if:

- the products have been properly installed and put into service in a workmanlike manner, according to the installation instructions accompanying the product¹
- the products have not undergone any changes or repair works without written consent of ETAP
- the products have been operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the products; the guarantee is not applicable in case of abnormal electrical supply conditions, including supply spikes, overvoltage and undervoltage that are beyond the specified limits of the products or those defined by relevant supply standards
- the defects are not the result of force majeure

4. NOTICE OF DEFECTS

- Defects during the guarantee period should be advised to ETAP within 30 days of discovery, specifying at least the following information:
 - Identification and quantities of the products failed
 - Invoice date and installation date
 - Detailed problem description
 - The application, the number of hours burned and the switching cycles

¹ See www.etaplighting.com for installation instructions of our products

- If a defect during the guarantee period is advised to ETAP, an ETAP representative shall be entitled to have access to the failed product or system for verification of non-compliance.
- Defect materials have to be returned to ETAP and will –after replacement by ETAP– become the property of ETAP.

5. WHAT IS GUARANTEED

If ETAP determines that the notified product defect satisfies the warranty conditions, ETAP will, at its options:

- Repair the product or the defective part
- Replace the product or the defective part
 - Either by a product or a part of the same type as the defective one
 - Either by a comparable product or part that can show small deviations in design and product functionality, in case the defective product or part has been discontinued or is not available
- Reimburse the purchaser for the purchase price, in case the product or part has been discontinued or is not available, and ETAP has no possibility to supply a comparable product or part

6. WHAT IS NOT GUARANTEED

The guarantee does not apply to damages that are not explicitly mentioned under point 5, among which:

- Any ancillary costs incurred in connection with remedying the defects, such as the costs of installation and dismantling, transport of the defective and of the repaired or new product, disposal, mileage, travel time and of providing access to the defect products (scaffolding, lifts etc.)
- In case of repair or replacement of a defective part, the cost for dismounting the defective part and mounting the repaired part or the replacement part.
- Any services that may be necessary, such as renewed commissioning, software updates etc. and that are not covered by a maintenance contract.
- Any damage to other goods than the products supplied by ETAP or losses associated with the professional activity of the purchaser or the persons for whom he is held liable.