

1. Terms and Conditions

a) Scope

The warranty set forth below is given by Betacom with respect to Betacom branded LED luminaires or modules (herein referred to as "Product"), sold by Betacom to its direct Customers (herein referred to as "Customer")

This warranty concerns Products delivered after the 1st of April 2014.

Betacom reserves the right to change the warranty terms without prior notice. The terms and conditions of warranty applicable by Betacom shall be those in force at the delivery date of the Products to the Customer.

b) Coverage

Betacom warrants that each Product will be free from defects in materials and workmanship subject to the conditions as stated hereafter during a period of time of ten (10) years (hereinafter referred to as "Warranty Period") from the date of delivery, when operating for an average of twelve (12) hours per day.

In case of defective Product determined as such by Betacom, Betacom shall repair or replace, at its sole option and free of charge, the defective Product or part thereof (e.g. power supply, optical unit). For purposes of clarity, 'replace the defective part thereof' means that Betacom shall put at the disposal of the Customer the replacement part and/or unit. The product will remain warranted for the remainder of the original warranty period.

Betacom may also, at its absolute discretion, give a credit to the Customer corresponding to the price paid for the defective Product if the Product has been discontinued or is not available or replace the Product with a same or an equivalent product.

Additional costs (e.g. dismounting), freight for defect parts or Products, reinstallation, transportation time, tools for lifting and scaffolding) or other costs coming from a breakdown of installation and/or costs in relation with consequential, special, incidental or pure financial damages such as loss of revenue/profits, damage to property, stoppage of work, idle assets, loss of production, costs incurred by road blockings, road signs, traffic deviations etc. are not subject to this warranty and Betacom cannot be held liable for not compensating any person against such a loss or damage which may arise to persons or properties.

2. Limitations and exclusions

The Customer must demonstrate that any default, defect or damage to the Product or part thereof does not result or is not directly or indirectly caused by any error, default, neglect, abuse, misuse or abnormal use by the Customer notably the non-compliance of the following conditions:

- a) The Product has been properly transported by the Customer using the Original packaging;
- b) The Product has been stored, installed, used and maintained in accordance to Betacom specifications, guidelines, and instructions and where applicable Australian or New Zealand standards and used for a purpose which was stipulated by Betacom;
- c) The Product has been wired and installed and operated within the electrical values, operating range and environmental conditions provided in Betacom specifications, application guidelines, Australia and New Zealand standards or any other document accompanying the Products;
- d) The Product has not been subjected to mechanical loads which do not comply with its intended use;
- e) Betacom cannot be held liable for 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 supply or contrary to industry standards relating to acceptable input power;
- f) The Product has not been exposed to ambient temperatures in excess of the maximum value required by Betacom as labelled on the Product or product specifications;
- g) The Product and/or any part thereof has not been repaired, replaced, adjusted or altered, by the Customer or any person, without Betacom's prior and written authorisation;

h) The not accessible/sealed parts, e.g. optical compartments, where applicable, of the Product have not been opened by the Customer without Betacom's prior and written authorisation;

i) The Product has not been improperly manipulated and/or put into contact with chemical products;

Betacom's warranty conditions do not apply to

j) damage or failure to perform arising as a result of force majeure or from any violation of any applicable standard or regulations, including without limitation those contained in the latest safety, industry and/or electrical standards and regulations applicable to the Customer;

k) failure in performance, structural defect or functional deficient when Betacom has complied in full with the Customer's written briefs, drawings or specifications which subsequently are found to be inadequate, incomplete or defective;

l) 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);

m) additional control gear e.g. Telemanagement or photocells;

n) parts, elements and/or accessories added to the Product after its delivery;

o) normal wear and tear of the Product.

3. No implied or other warranties:

The warranty and remedies contained in Betacom warranty conditions are the only warranties given by Betacom in connection with defective or non-conforming Products supplied to the Customer 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 which warranties are hereby disclaimed.

In any event, the liability of Betacom for all claims with respect to the warranty conditions shall not exceed the sum of payments for the Products paid by the Customer which are the subject of the dispute. Moreover the Customer shall not request and/or claim any payment extensions, price reductions or the termination of the supply contract if any.

No agent, distributor or dealer is authorised to change, modify or extend the terms of warranty conditions on behalf of Betacom.

4) Warranty Claims

The Customer must immediately notify Betacom of a possible claim and give within 30 calendar days from discovery of the defect or damage and, in any event within the Warranty Period, details of the defect or damage and notably:

- Installation characteristics (location, street, number of Products, ...)
- Product name, model number and number of the defective Products
- Copy of the invoice and packing slip
- Installation date
- Detailed problem description

Upon request, Betacom representatives have to be allowed to access the defective Product prior to its disassembly and/or power grid to which the Product was connected for verification of non-compliance. Damaged parts, debris etc. should not be disposed of until written authority is given by Betacom.

The non-conforming or defective Products or parts shall become Betacom's property as soon as they have been replaced.

Betacom may charge the Customer for returned Products or parts that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

5. Extension of Warranty Period

Extensions of the warranty period may be available at the time of purchase on a case by case basis.