

Extended Warranty

Mains Lighting, Emergency Lighting
and Central Battery Systems

1. Standard Warranty

- 1.1. All Supplies shall be covered by the 12 (twelve) month Warranty set out in Eaton's standard terms and conditions available at the following link (for the relevant country from which Eaton sells such Supplies):
<http://www.eaton.eu/Europe/TermsConditions/index.htm>
(the "Standard Eaton Terms").
- 1.2. Defined terms used but not defined herein shall bear the meanings assigned to them in the Standard Eaton Terms.
- 1.3. In cases where the Warranty set out in the Standard Eaton Terms applies and where Supplies are installed at heights of more than 5 (five) meters or where any form of special access equipment may be required to enable access to such Supplies, the Buyer shall ensure that any equipment required to access the Supplies will be available to Eaton at the Buyer's cost.

2. Extended Warranty

- 2.1. In addition to the Warranty and only in relation to Eligible Supplies (as this term is defined below), Eaton warrants that, with effect from the expiry of the 12 (twelve) month period of the Warranty, the Supplies shall be free from Defects under normal use for an additional period of 48 (forty eight) months (the "Extended Warranty").
- 2.2. The provisions of the Warranty set out in the Standard Eaton Terms shall, subject to the provisions of clause 2.3, continue to apply in full during the term of the Extended Warranty.
- 2.3. The following provisions shall apply to the Extended Warranty:
- 2.3.1. the Buyer must notify Eaton in writing of any Defect within 7 (seven) days of the date that the relevant Defect is discovered by or notified to the Buyer, with such notice providing details in full of the part number(s), date code(s), location(s), observed failure mode and any related information in respect of the Defect in the relevant Supplies;
- 2.3.2. the Buyer must immediately cease using or operating the Supplies in respect of which any Defect is discovered;
- 2.3.3. any Supplies covered by the Extended Warranty in respect of which a Defect is discovered must be returned to Eaton after acknowledgement by Eaton in writing of receipt of the notice contemplated in clause 2.3.1 to such location as Eaton may reasonably determine at the risk and cost of the Buyer;
- 2.3.4. upon receipt of Supplies returned to Eaton under the Extended Warranty, Eaton shall inspect such Supplies and shall, in its discretion, repair or replace any Supplies in respect of which a Defect is discovered. In the event that no Defect is discovered in such Supplies, Eaton shall be entitled to invoice the Buyer for any costs incurred by Eaton in respect of such investigation;
- 2.3.5. the unexpired term of the Extended Warranty shall apply in respect of any Supplies repaired or replaced by Eaton under the Extended Warranty, the term of which shall not be extended pursuant to such repair or replacement;
- 2.3.6. the Extended Warranty shall not apply:
- 2.3.6.1. if any Supplies are used, operated or installed in any manner not in accordance with the specifications or instructions supplied by Eaton in relation to such Supplies or which have been changed, modified or amended in any manner subsequent to being supplied by Eaton;
- 2.3.6.2. if the temperature and/or voltage specifications set out in the installation instructions for such Supplies are exceeded in any manner;
- 2.3.6.3. in respect of light-emitting diodes ("LEDs"), in excess of or in addition to the expected lifetime performance published by the relevant LED chip manufacturer's data or specifications;
- 2.3.6.4. to any third party luminaires converted for emergency operation; and
- 2.3.6.5. any consumables or parts of the Supplies that are consumables, including (but not limited to) lamps, starters and batteries.
- 2.4. For purposes of this Extended Warranty, "Eligible Supplies" means the luminaires listed in the version of Eaton's lighting solutions and central battery systems catalogue which is current at the time that such Supplies are purchased by the Buyer and excludes (i) the display ranges listed as DXL and GXR in such catalogue; and (ii) any bespoke or non-standard products specifically produced or designed for the Buyer and/or for any specific application or project.
- 2.5. Project specific extended warranties may be discussed by the Parties and will apply only where agreed in writing by Eaton, with such agreement to be recorded during the project quotation process prior to any order for any goods and/or services being placed.



Warranty Wording in Standard Terms and Conditions:

9. Warranty

- 9.1. *Unless otherwise agreed in writing by the Parties, Eaton warrants to the Buyer that the Supplies shall be free from defects in design, material, and workmanship ("Defects"), under normal use, for a maximum period of twelve (12) months ("Warranty") from the date of invoice for such Supplies. Eaton shall, subject to the provisions of these Terms and for the duration of the Warranty, remedy any material Defect in the Supplies resulting from faulty design, material or workmanship which impairs the functioning of the relevant Supplies. There shall be no claims based on Defects in cases of insignificant deviations, of only minor impairment of usability or from non-reproducible software errors.*
- 9.2. *This limited Warranty shall not apply to any Supplies or component thereof which:*
- 9.2.1. *has been repaired or altered outside of Eaton's factory in any manner so as, in Eaton's sole judgment, to affect its serviceability;*
- 9.2.2. *has been subject to alteration, accident, misuse, abuse, neglect or abnormal wear;*
- 9.2.3. *has been installed, operated or used in a manner contrary to Eaton's instructions, or due to failure to follow Eaton's instructions for operation and maintenance; or*
- 9.2.4. *has been subjected to abnormal or unusual physical or electrical stress or environmental conditions misused or negligently handled or operated.*
- 9.3. *Eaton shall not be liable for damage due to third party acts, atmospheric discharges, excess voltage, chemical influences and for loss and damage in transit. The Warranty does not cover the replacement of parts subject to normal wear and tear. Eaton gives no warranty for the sale of used Supplies. If the Supplies are manufactured by Eaton on the basis of design data, design drawings, models or other specifications supplied by the Buyer, Eaton's Warranty shall be restricted to non compliance with the Buyer's specifications as approved by Eaton under these Terms.*
- 9.4. *Eaton's sole obligation and Buyer's sole remedy under the Warranty shall be, at Eaton's option and discretion, to either repair or replace at no additional charge, the defective Supplies (or the defective part of the Supplies) thereof, which is proved to breach such Warranty.*
- 9.5. *Except for the express Warranty set forth above, Eaton makes no other representations or warranties, express or implied, statutory or otherwise, regarding the supplies, their fitness for any particular purpose, their merchantability, their quality, their non infringement, or otherwise.*
- 9.6. *The Buyer shall expressly not have any claim with regard to expenses incurred in the course of supplementary performance, including costs for travel, transport, labour, and material, to the extent that expenses are increased because the subject-matter of the Supplies has subsequently been brought to another location than the place of delivery.*
- 9.7. *All drawings, descriptive matter, specifications and advertising issued by Eaton and any descriptions or illustrations contained in Eaton's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Supplies described in them. They will not form part under these Terms in general or this Warranty specifically. Eaton may make any changes in the specifications, design or materials of the Supplies which are required to conform with any applicable safety or other statutory requirements, or where the Supplies are to be supplied to Eaton's specifications, which do not in Eaton's reasonable opinion materially affect the quality or performance of the Supplies.*
- 9.8. *The Buyer shall only have a claim for damage based on Defects within the limits set forth in these Terms.*

Eaton's full standard terms and conditions are available at the following link (for the relevant country from which Eaton sells such Supplies):

<http://www.eaton.eu/Europe/TermsConditions/index.htm>

(the "Standard Eaton Terms").

Eaton is a power management company with 2015 sales of \$20.9 billion. Eaton provides energy-efficient solutions that help our customers effectively manage electrical, hydraulic and mechanical power more efficiently, safely and sustainably. Eaton has approximately 97,000 employees and sells products to customers in more than 175 countries. For more information, visit www.eaton.eu.

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