

## Schröder Standard Product Warranty

### 1. GENERAL TERMS

#### A. Scope

The warranty set forth below (“Schröder Standard Product Warranty” or “Warranty”) in Sections 1-2 is provided by Schröder with respect to:

- SCHREDER® branded LED luminaires (hereinafter referred to as “LED Luminaires”), including the SCHREDER® branded LED luminaire named “SHUFFLE” (hereinafter referred to as “Shuffle”);
- SCHREDER® branded retrofit kits (hereinafter referred to as “Retrofit Kits”), and
- SCHREDER® branded Poles & Brackets (hereinafter referred to as “Poles & Brackets”);
- SCHREDER® branded or Photinus-SCHREDER branded Solar products and solutions, including solar Luminaires, solar panels, solar battery and other fixtures (hereinafter referred to as “Solar Products”)

sold by Schröder worldwide (hereinafter collectively referred to as “Products”) to its direct customers (hereinafter referred to as: “Customers”).

Warranties with respect to the OWLET® branded tele management hardware devices (the “Owlet Products”) are governed by a separate document named ‘Warranty – OWLET’.

Warranties with respect to the non-Schröder® and non-Owlet® branded products, materials or components (the “Beyond Lighting Products”) that are integrated in Schröder® or Owlet® branded Products, including Shuffle, are governed by Section 3 named “Warranty – BEYOND LIGHTING”.

Warranties with respect to Schröder® or Photinus-Schröder branded Solar Products, are governed by Section 4 named “Warranty – SOLAR PRODUCTS”.

With respect to non-Schröder® and non-Owlet® branded products, materials or components that are not produced nor manufactured by Schröder and are not Beyond Lighting Products (“Third Party Products”), in no event Schröder’s liability towards customer shall exceed the warranties or indemnities that the manufacturer of these products or the third-party vendor/service provider shall have provided (see a non-exhaustive list of Third Party Products warranties on [Schröder website](#)). In this respect, it is Customer's obligation to request copies of any applicable manufacturer warranties and Customer shall be deemed to have accepted such warranties upon acceptance of the products and/or services.

<sup>1</sup> L80 B10 means that a minimum of 80% of the initial luminaire luminous flux will be maintained for a period that corresponds at least to the Warranty Period for the maximum ambient temperature (the night-time temperature for LED Luminaires placed in an indoor environment).

This warranty is effective for purchases of Products on or after the effective date set forth below. Schröder reserves the right to change this warranty without prior notice. Any such change shall be effective for all orders placed with Schröder on or after the effective date of such change.

#### B. Warranty Coverage

Schröder warrants that each Product will be free from defects in materials and workmanship subject to conditions and limitations set out in this warranty. Unless otherwise agreed in writing, the warranty applies for a period of five (5) years (the “Warranty Period”) from as the date of delivery.

For Poles and Brackets, the Warranty coverage is limited to the mechanical aspects of the Product. Aesthetic aspects of Poles and Brackets (eg. painting/coating) are excluded from this Warranty and, where required, must be agreed separately with Schröder in writing.

Schröder further warrants the luminous performances of its LED Luminaires during the Warranty Period. Subject to the conditions and limitations of this Warranty the luminous flux will be maintained at a level of at least 80% of the initial nominal flux<sup>1</sup> mentioned in the Product Sheet or in the Schröder application study, with supply at nominal current, provided that the average ambient temperature<sup>2</sup> does not exceed the rated Tq performance temperature and taking into account a tolerance of 5% on the drivers’ nominal current.

For the Retrofit Kits, the Warranty coverage applies to the Retrofit Kit itself as a product, and not to the fully retrofitted luminaire (whether Schröder or non-Schröder).

This Warranty applies only to Products that are used in accordance with their technical specifications and with Schröder’s General Handling Instructions.

Official photometrical measurements of LED Luminaires may only be carried out by Schröder or by an accredited laboratory mutually agreed by the parties, in accordance with a protocol defined by Schröder.

Where a Product is found to be defective and, in Schröder’s determination, the defect is covered by this Warranty, Schröder will, at its sole discretion, repair or replace the Products. If the Product has been discontinued or is otherwise unavailable, Schröder may propose an alternative product.

The following tolerances apply to the Product characteristics stated in documentation and/or measurements:

Luminaire output flux (lumen)	+/- 7%
Power consumption (W)	+/- 10%

The probability ratio B10 indicates that minimum 90 % of the luminaires in a given installation will meet the specified lumen maintenance level.

<sup>2</sup> For LED luminaires placed in an outdoor environment, only the average night-time ambient temperature is to be considered.

Power Factor	+/- 10%
Correlated Color Temperature or CCT) (K)	+/- 200 K
Color Rendering Index or CRI	+/- 2%

LED luminaires shall not be considered defective solely as a result of the failure of individual LED components if the number of inoperable components is less than ten percent (10%) of the total number of LED components in the LED luminaire.

## 2. LIMITATIONS AND CONDITIONS

This warranty is strictly limited to the Products delivered by Schröder. All costs related to dismounting, freight for defective parts or Products, removal and reinstallation, transport time, tools for lifting and scaffolding or other costs coming from an installation breakdown, as well as all costs or damages that are consequential, special, incidental or pure financial damages such as loss of revenue/profits, damage to property, work stoppage, idle assets, loss of production, costs incurred by closed roads, road signs, traffic deviations etc., are explicitly excluded and Schröder shall not be liable for injury to any person or damage to property.

The Customer must demonstrate that any default, defect or damage to a Product or part thereof does not result from or is not directly or indirectly caused by any error, default, neglect, abuse, misuse or abnormal use by the Customer including without limitation the Customer's failure to comply with any of the following conditions or requirements:

- In every case, the Customer has properly transported the Product using the original packaging;
- The Customer has consistently stored, installed, used and maintained the Product in compliance with best practices, with Schröder's specifications, guidelines and instructions<sup>3</sup>, and, where applicable, with IEC standards or other regional or national standards;
- The Customer has only used the Product for a purpose that was intended by Schröder; With regards to LED Luminaires more particularly, the Customer must switch on/off the LED Luminaires every day, in accordance with the Schröder General Handling Instructions in appendix.
- The Product has consistently been wired, installed and operated within the electrical values, operating range and environmental conditions in compliance with Schröder specifications, application guidelines, (where applicable) IEC standards or any other document accompanying the Product;
- The Product has not been subjected to mechanical loads which are inconsistent with its intended use;
- The Product has not been exposed to ambient temperatures in excess of the lower of  $T_a = 45^{\circ}\text{C}$  (integrity, safety temperature) or the maximum value specifically rated by Schröder (e.g. in the Product Sheet);
- Neither the Customer nor anyone other than Schröder has repaired, replaced, adjusted or altered any Product and/or any part thereof, without Schröder's prior and written consent and authorization;

<sup>3</sup> See notably Schröder's General Handling Instructions.

- The not accessible/sealed parts, e.g. optical compartments, of the Product have not been opened by the Customer without Schröder's prior and written authorization\*;
- The Product has not been improperly manipulated and/or put into contact with chemical products.

\* If Schröder gives its prior authorization in writing to open a sealed part of the Shuffle in order notably to integrate a Customer or third-party material/component, Schröder's instructions and installation sheets shall be strictly complied with. This warranty shall however not apply to the integrated material/component, nor to any damage or failure caused by the integrated material/component or by the integration operations, such as faulty wiring, defect in sealing, electric failure etc. To the extent the Shuffle is impacted by a material/component integrated by or on behalf of Customer, Schröder shall not be responsible for any legal obligation (i) related to any material/component integrated by or on behalf of Customer into the Shuffle (ii) nor related to the complete product resulting from the integration of the integrated material/component(s) within the Shuffle.

This warranty does not apply to:

- damage or failure to perform arising as a result of a force majeure or from any violation of any applicable standard or regulation, including without limitation those contained in the latest safety, industry and/or electrical standards and regulations applicable to the Customer;
- failure in performance, structural defect or functional deficient when Schröder has complied in full with the Customer's written briefs, drawings or specifications which subsequently are found to be inadequate, incomplete or defective;
- damage or failure to perform arising as a result of 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 suppliers or contrary to industry standards relating to acceptable input power;
- any acts of nature such as lightning damage or corrosion;
- additional control gears e.g. telemanagement;
- parts, elements and/or accessories added to the Product after its delivery;
- normal wear and tear of the Product.

## 3. WARRANTY - BEYOND LIGHTING

The warranty set forth in this chapter is provided to Customers with respect to Beyond Lighting Products that are integrated in Schröder® or Owlet® branded products ("Schröder Lighting & Control Products").

Beyond Lighting Products originate from one or more predefined preferred suppliers that are selected by Schröder as listed in the Appendix which is regularly updated ("Beyond Lighting Suppliers").

This specific warranty as provided by the corresponding Beyond Lighting Supplier applies to the Beyond Lighting Products.

The terms and conditions of a Beyond Lighting Warranty may differ from the Schröder Standard Product Warranty, in particular as regards its duration and coverage. The application of certain Beyond Lighting Warranties may be subject to the accomplishment of a registration formality for which the Customer is entirely responsible.

At the discretion of Beyond Lighting Suppliers and without prior notice, Beyond Lighting Warranties may change from time to time. Any such change shall be effective for all orders placed with Schröder on or after the effective date of such change.

In case of defective Products whereby the (alleged) defect is related to a Beyond Lighting Product, the following applies:

- 1) In the event the Customer purchases Beyond Lighting Products from Schröder, Schröder shall call upon the Beyond Lighting Warranty with the Beyond Lighting Supplier;
- 2) In the event the Customer directly purchases Beyond Lighting Products or parts of products from any supplier (Beyond Lighting Supplier or other) that are integrated in the Schröder Lighting & Control Products, the Customer shall handle the warranty claim related to the (alleged) defect without any intervention of Schröder, which shall not be responsible therefore.

The Customer must immediately notify Schröder of a possible claim regarding a Beyond Lighting Product in accordance with the procedure set forth in Section 4.

## 4. WARRANTY – SOLAR PRODUCTS

### 1. Scope of Warranty

The warranty set forth in this Section applies exclusively to Schröder Solar Products (hereinafter referred to as “Solar Products”), which comprise the following principal components:

- (a) LED Solar Luminaire;
- (b) Solar Battery; and
- (c) Solar Panels.
- (d) Solar Pole.

### 2. Warranty Undertaking

Schröder warrants that each Solar Product shall be free from defects in materials and workmanship, subject to the conditions and limitations stipulated herein. Unless otherwise agreed in writing, the warranty shall commence on the date of delivery and shall remain in effect for the following periods (collectively referred to as the “Warranty Period”):

- Five (5) years for Solar Batteries;
- Five (5) years for LED Solar Luminaires;
- Five (5) years for Solar Panels.
- Five (5) years for Solar Poles.

### 3. Warranty Coverage

(a) This warranty covers only the mechanical integrity of the Solar Products. Aesthetic aspects, including but not limited to surface finish or painting, are expressly excluded unless otherwise agreed in a separate written agreement with Schröder.

(b) Schröder warrants the luminous performance of the LED Solar Luminaire during the Warranty Period. Subject to compliance with all conditions herein, the luminous flux shall be

maintained at not less than eighty percent (80%) of the initial nominal flux specified in the applicable Product Sheet or Schröder application study, under nominal current supply, provided that:

- The average ambient temperature does not exceed the rated Tq performance temperature; and
- A tolerance of five percent (5%) on the drivers’ nominal current is applied.

(c) No Solar Battery performance: No warranty is granted for Solar Batteries beyond manufacturing and workmanship.

(d) Solar Panels shall maintain at least eighty percent (80%) of their nominal capacity, provided they are kept clean in accordance with Schröder’s General Handling Instructions.

## 4. Conditions of Warranty

This warranty applies only when Solar Products are used in conformity with their technical specifications and Schröder’s General Handling Instructions. Official photometric measurements of LED Solar Luminaires shall be performed exclusively by Schröder or by an accredited laboratory mutually agreed upon, following a protocol defined by Schröder.

## 5. Remedies

In the event that a Solar Product is determined by Schröder to be defective and covered by this warranty, Schröder shall, at its sole discretion, repair or replace the defective product. If the original product or component is discontinued or otherwise unavailable, Schröder may supply an alternative product or component of equivalent functionality.

## 6. Specific Limitations for Solar Products

In addition, the following exclusions apply to the Solar Products Warranty:

- Mechanical damage caused by external impact;
- Use or storage outside the temperature limits specified in the Product Sheet or not in compliance with the General Handling Instructions;
- Unauthorized modification of the product;
- Use outside intended function (e.g., indoor use, installation in areas without sunlight);
- Use outside parameters or operating instruction set forth in the initial solar study (e.g., different location, unauthorized reprogramming, failure to include programming in the telemanagement system at the time of installation);
- Installation in locations exceeding product parameters as stated in the Commercial Code, including:
  - Wind speeds exceeding the design wind speed calculated per EN40 and EN1991-1-1-4;
  - Force majeure conditions at the installation site;
  - Corrosive environments unless declared and approved in writing by Schröder;
  - Overvoltage or overtemperature beyond nominal values indicated on the Product label;
- Non-compliance with Installation Instructions (e.g., incorrect battery placement);
- Circumstances beyond Schröder’s control, including unforeseen weather changes or significant alterations in installation surroundings;
- Failure to install the Solar Product within three (3) months from the delivery date;

- Poor performance of the Solar Product due to lack of proper maintenance (e.g. accumulation of dust) or in contradiction with the Schröder's General Handling Instructions.
- **Exception for Solar Panels:** Performance degradation due to dust or lack of cleaning is excluded; cleaning requirements are specified in the Handling Instructions.

## 5. WARRANTY CLAIMS

The Customer must immediately notify Schröder of a possible claim in writing within thirty (30) calendar days from discovery of the defect or damage and, in any event within the Warranty Period, and give in such notification details of the defect or damage, including without limitation:

- Installation characteristics (location, street, number of Products affected, relevant installation details, etc.);
- Manner in which and environment circumstances under which the Products have been used;
- Name, variant, model and serial numbers (if available) of the defective Products;
- Copy of the invoice and delivery note;
- Installation date;
- Detailed problem description.

A Customer may only ship a defective Product back to Schröder if Schröder has issued an RMA (Return Material Authorization) for that Product.

Schröder representatives shall be granted the right to access the defective Product prior to its disassembly and/or power grid to which the Product was connected for verification. Any restriction to this right will release Schröder from its warranty obligations hereunder with respect to the affected Product. Damaged parts, debris etc. should not be disposed of until written authority is given by Schröder.

Non-conforming or defective Products or parts shall become Schröder's property as soon as they have been replaced.

[Appendix: Beyond Lighting \(BYL\) Suppliers and Beyond Lighting \(BYL\) Products Terms and Conditions of Sale | Schröder Corporate \(schreder.com\)](#)  
[Schröder General Handling Instructions](#)  
[Third Party Products](#)

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If after issuance of an RMA, Schröder determines that the Customer has no warranty protection for the Product(s) shipped under the RMA, Schröder is entitled to charge the Customer the costs that it incurs in inspecting the Product(s) and determining whether it is eligible for warranty coverage.

The Warranty Period for replaced or repaired part or Product shall be the remainder, if any, of the initial Warranty Period for the repaired or replaced part or Product.

## 6. NO IMPLIED OR OTHER WARRANTIES

The warranties explicitly granted herein are the only warranties given by Schröder in connection with the Products or parts of Products or with Beyond Lighting Products supplied to its Customers 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, all of which are hereby disclaimed.

In no event shall the liability of Schröder for all claims made under Schröder Standard Product Warranty with respect to a Product item – or under the Beyond Lighting Warranty – exceed the total payments made by the Customer for that Product item. Moreover, the Customer shall not be entitled to request and/or claim any payment extension, price reduction or the termination of the supply contract if any.

No agent, distributor or dealer is authorized to change, modify or extend the terms of this warranty on behalf of Schröder.

The terms and conditions set forth herein may vary from time to time.

In the event of a conflict between this Section and another Section of this document or the text of another Schröder Warranty, the present Section shall prevail.