

## Specific warranty conditions EVA Optic products for use underwater

### Article 1. Definitions

- 1.1. In these specific warranty conditions, the below-mentioned terms shall have the following meanings, unless expressly stated otherwise or the context requires otherwise:
  - a. EVA Optic: the user of these specific warranty conditions: EVA Optic B.V. located at De Velde 1 in Zwartsluis (The Netherlands), registered at the Chamber of Commerce under CoC-number 08220828;
  - b. products: the EVA Optic products that have been specifically designed for permanent use underwater, as mentioned in Article 2, paragraph 3;
  - c. other party: the natural person or legal entity that has purchased products from EVA Optic or one of its official points of sale;
  - d. general conditions: the general conditions of EVA Optic;
  - e. RMA-number: Return Material Authorization-number.

### Article 2. Scope

- 2.1. These specific warranty conditions are an addition to the warranty conditions as included in Article 8 of the general conditions and any related conditions. If there are no deviations from the articles in the general conditions, the general conditions will be fully applicable.
- 2.2. These specific warranty conditions are only applicable to the EVA Optic products that are suitable for permanent use underwater, as is specified in paragraph 3 of this article and as stated on the original proof of purchase. To other products, the “Specific warranty conditions EVA Optic products above water” or the warranty conditions included in Article 8 of the general conditions are applicable.
- 2.3. These warranty conditions are applicable to the following products:
  - a. EVA Optic A6 incl. driver/power supply;
  - b. EVA Optic A6 RGBW incl. driver/power supply;
  - c. EVA Optic A12 incl. driver/power supply;
  - d. EVA Optic A12 RGBW incl. driver/power supply;
  - e. EVA Optic B2 incl. driver/power supply;
  - f. EVA Optic B2 RGBW incl. driver/power supply;
  - g. EVA Optic Q2 incl. driver/power supply;
  - h. EVA Optic Q2 RGBW incl. driver/power supply;
  - i. EVA Optic R6 incl. driver/power supply;
  - j. EVA Optic R6 RGBW incl. driver/power supply;
  - k. EVA EVeYE underwater camera.

1

### Article 3. Warranty conditions

- 3.1. The invoice is the warranty certificate. When submitting a warranty claim, the other party must provide EVA Optic with the invoice, or a copy of it, for the product to which the warranty claim applies.
- 3.2. EVA Optic guarantees that the products are free of any material defects and/or manufacturing errors for a period of four (4) years from the first original invoice date.
- 3.3. The warranty period mentioned in Article 3.2 does not apply to accessories such as, for example: DMS controllers, dimming packs, remote controls, other control accessories, sensors, emergency batteries, emergency units and similar accessories. A warranty period of one (1) year applies to these products.
- 3.4. In case of modifications of the products mentioned under 2.3, in order to make these suitable for usage outside of the scope of normal use of this product, the warranty period mentioned in Article 3.2 does not apply. Unless EVA Optic has explicitly communicated a different warranty period in written form to the other party.
- 3.5. Determining whether a product or product part is defective is only carried out by EVA Optic.
- 3.6. When invoking the warranty, the other party must observe Articles 7 and 8 of the general conditions, insofar as these are not deviated from in these warranty conditions.
- 3.7. A product or product part is defective when:
  - a. The product or product part is no longer working;
  - b. For lighting: the decrease in light output according to invoice specifications is greater than the

minimum Lumen Maintenance of 50,000 L80 B20, or, in other words, that the light intensity is still at least 80% of the original (L80) after 50,000 burning hours, and at least 80% of the luminaires reaches this L-value (B20).

- 3.8. Measurements as mentioned in paragraph 7 of this article only take place in EVA Optic's factory.
- 3.9. If the defect is observed within the warranty period after the original invoice date, and has been communicated to EVA Optic, and the warranty claim has been honoured by EVA Optic, EVA Optic will decide whether to proceed with a free reparation of the product (in the factory) or delivery of a (free) replacement product or product part or similar product or product part.
- 3.10. In case of a reparation or replacement, EVA Optic retains the right to make use of repaired or new products or product parts, which are as equivalent as possible to the original product in terms of quality, light colour, light output, appearance and performance. However, deviations are possible, and EVA Optic is not responsible for such deviations.
- 3.11. Replacement and/or repaired products or the used, new or other product parts fall under the remainder of the original warranty period. The warranty will in no case be newly established or extended. Nor will the warranty period be suspended.

#### **Article 4. Normal use**

- 4.1. The warranty is only applicable in case of normal use and maintenance of the product under normal circumstances. Normal use shall be understood to include:
  - a. Installation, assembly and disassembly, usage in accordance with the included instructions for use, manuals and/or datasheet;
  - b. Installation, assembly and disassembly, usage and maintenance in accordance with the provided advice and/or manuals by EVA Optic;
  - c. Installation as a complete system in accordance with the product manuals and nationally applicable standards;
  - d. Inspection and maintenance of the products and of mountings in accordance with the applicable laws, rules and standards, and advice provided by EVA Optic;
  - e. Compliance with nationally applicable laws and standards concerning the use of mountings and periodical safety checks of mountings and mounting materials and other materials for the use for which EVA Optic products and accessories are intended.
- 4.2. The product datasheets of the separate products contain information about the application and normal usage conditions of the product. If this information is (partly) lacking, the below-mentioned preconditions apply as the normal usage conditions:
  - a. Minimum water temperature: 10°C
  - b. Maximum water temperature: 35°C
  - c. Maximum chlorine content water:
    - Indoor swimming pool – Free available chlorine (FAC):  $0.5 \leq \text{VBC} \leq 1.5 \text{ mg/l}$
    - Outdoor swimming pool  $\geq 20 \text{ m}^2$  – Free available chlorine (FAC):  $0.5 \leq \text{VBC} \leq 3.0 \text{ mg/l}$
    - Outdoor swimming pool  $< 20 \text{ m}^2$  – Free available chlorine (FAC):  $0.5 \leq \text{VBC} \leq 5.0 \text{ mg/L}$
    - All basins – Bound available chlorine:  $< 0.6 \text{ mg/l}$
  - d. Not applicable in saltwater or seawater
  - e. Minimum free space in front of, behind and around luminaries and camera: 10 cm (also pay attention to the position of a movable base)
  - f. The basin and the accessories present ought to be free of electrolysis
  - g. In order to prevent electrolysis, installation housings ought to be correctly grounded
  - h. Between the luminaire or camera and the power supply, an uninterrupted original EVA Optic cable ought to be used

The other party is responsible for supplying the required burden of proof to EVA Optic, so it can be used to determine whether the requirements for normal use as further specified in this article have been complied with.
- 4.3. The other party ought to install, use and maintain the products in such a way as may be expected from a reasonably acting user.
- 4.4. The warranty is only applicable when applying original EVA Optic product parts, drivers and power supplies, cables and accessories.
- 4.5. The other party ought to take all measures that can be reasonably expected from him/her in order to prevent or reduce damage to the product.

**Article 5. Limited warranty**

- 5.1. The liability of EVA Optic is always limited to that which is included in Article 9 of the general conditions.
- 5.2. EVA Optic cannot be held responsible for possible damage the other party suffers as a result of an installation temporarily not working during the period that a product is defective, the warranty claim is being examined, a product is being replaced or is being repaired.
- 5.3. If a product is defective and the other party has had the product replaced and/or repaired by a third party, the costs cannot be claimed back from EVA Optic.
- 5.4. Installation and de-installation of the products explicitly fall outside of the scope of these warranty conditions, regardless of the cause of the defect or the moment in which the defect occurs.
- 5.5. Work activities and wages for installation, or de-installation, replacement or reparation explicitly fall outside of the scope of the warranty conditions and cannot be claimed back from EVA Optic. Similarly, arranging for implements for access to the products – such as scaffolds, elevators, pontoons, etc. – falls outside of the scope of the warranty conditions and ought to be arranged for at the expense and risk of the other party.
- 5.6. EVA Optic is not responsible or liable for the (checking of) mountings and mounting materials of products (including supplied mountings).
- 5.7. A warranty claim will not be honoured in the following cases:
  - a. Abnormal use or abnormal installation, that is contrary to applicable national and international installation codes, which include – but are not limited to – NEN 1010 (The Netherlands), AREI (Belgium), DIN (Germany), IEC and ISO (international), National Electrical Code (United States), etc.;
  - b. Circumstances of abnormal use, such as vandalism, abuse, neglect, fire, (natural) disasters, etc.;
  - c. Uses or actions of use that reduce or undo the necessary cooling of the luminaire and/or the electrical power supply, such as, among others: movable bases, housings with too many cables and other obstacles in front of or behind the product that can hinder or reduce the water cooling capacity of a product. In such a case, the warranty will expire irrevocably;
  - d. Usage and/or replacement of product components and accessories by suppliers/manufacturers other than EVA Optic.
- 5.8. There may be no interruptions in the cable between the light and the power supply. In exceptional cases however, it is not possible to replace the existing cabling of an underwater light with a new cable. In this case, the new lamp can be mounted to the existing cable with a welding and casting technique. As mounting onto an existing cable always creates a weak link within the system, no warranty applies to the product (both the light and the welding joint). It is always preferable to replace the existing system including the cable with a new system. EVA Optic considers welding as described in this paragraph to be an emergency solution. By choosing this emergency solution, the warranty expires. This also applies to underwater cameras.
- 5.9. If there is moisture in the cable, the warranty expires.
- 5.10. The warranty is limited to the first end user. This must be demonstrated with the original purchase invoice issued by EVA Optic or one of its official points of sale.
- 5.11. The warranty expires if installation housings of products (including lights, cameras) are not properly grounded.
- 5.12. The warranty expires if, among other things, there are malfunctions in installations that, for example, cause water temperatures or chlorine concentrations to fall outside the scope of normal usage.
- 5.13. EVA Optic is never liable for the applicability and safety of its products in a specific environment/application. Responsibility and assessment of the application of a product in a certain environment/application is rests with the other party.
- 5.14. EVA Optic is never liable for the quality of, and the compatibility with, the installation in which/to which products are connected.
- 5.15. The other party is responsible for the safety and inspection of products and mountings and general safety in accordance with the nationally applicable laws, rules and standards.
- 5.16. If it appears during the examination of the warranty claim that the other party is not entitled to invoke the warranty due to these warranty conditions, this will be communicated to the other party as soon as possible.

**Article 6. Returning product**

- 6.1. The other party ought to report any complaints to EVA Optic directly after discovery, but at least within the set warranty period, after which EVA Optic can provide the other party with an RMA-number for warranty assessment.
- 6.2. The other party must have sent the defective products or product parts to EVA Optic, stating the RMA-number, within thirty (30) days after having received the RMA-number.
- 6.3. Products that are returned for warranty must contain a cable of at least 3 meters with, if applicable, the possibly used welding joint mounted onto it. If less than 3 meters are connected to the returned light, EVA Optic will not be able to determine the cause of the defect with certainty. For this reason, the product will be rejected for warranty claims without any further examination in this case.
- 6.4. Products sent without an RMA-number will be returned to the other party by EVA Optic at the other party's expense or will be refused.
- 6.5. The costs of the return shipment of the defective product are to be borne by the other party, regardless of whether the defect falls within the warranty conditions.

#### **Article 7. Warranty service**

- 7.1. For a correct and quick service, the other party that has bought the product at an official point of sale ought to contact the representative of the point of sale where the other party bought the product.
- 7.2. When the other party is not certain whether a defect is covered by warranty, the other party ought to contact the customer service of EVA Optic or of the company where the other party purchased the product.
- 7.3. Work activities as part of the warranty are carried out in EVA Optic's factory.
- 7.4. In highly exceptional cases, support can be provided on location, but only within the warranty period. The assessment for the necessity of support on location is carried out solely by EVA Optic.
- 7.5. Service on location within the warranty period is not free of charge, even when it appears that the defect falls within the warranty conditions. The net costs for support on location are 75 euros excl. VAT per hour or part of an hour plus travel expenses to and from Zwartsluis, regardless of the nature of the defect. Before EVA Optic provides support on location, the other party will be informed of these costs.
- 7.6. No support on location will be provided outside of the warranty period.
- 7.7. Any costs of installation, assembly and/or disassembly are never at the expense of EVA Optic.
- 7.8. If service on location is found to be necessary, the other party will make sure that the installation is accessible for the service personnel of EVA Optic. The (renting of) any necessary equipment and machinery in order to access the installation in accordance with the applicable safety regulations are to be borne by the other party, regardless of the nature of the defect.

4

#### **Article 8. Other**

- 8.1. If these warranty conditions and the general conditions contain contradictory and/or divergent conditions, the conditions included in these specific warranty conditions prevail.
- 8.2. EVA Optic retains the right to change these warranty conditions periodically. Changes apply to orders that have been placed on or after the revision date of the warranty conditions.
- 8.3. Possible deviations from these warranty conditions or from the general conditions are only applicable when these have been explicitly agreed upon in written form or via email.