

## WARRANTY

MSD lanterns are constructed to tried and proven designs using high quality materials and components thus ensuring long life.

The warranty period and terms & conditions are set out below. These only apply to lanterns designed for street and road lighting purposes and not to decorative lanterns. They also apply only if the lantern is not damaged through vandalism or mishandling and is not installed in extreme or unusually harsh conditions.

Any item found to be defective must be returned, for examination, to MSD Lighting who reserve the right to repair or replace any defective items at their own discretion.

MSD Lighting reserve the right to change the warranty period and terms without prior notice.

### Warranty Period

Lantern body – 25 years

Philips FastFlex LED Module – Philips Warranty

Philips Xitanium Driver – Philips Warranty

### Terms and Conditions

MSD Lighting warrants that each product will be free from defects in materials and workmanship subject to the conditions as stated hereafter during the stated period of time (hereinafter referred to as: “Warranty Period”) from the date of delivery.

MSD Lighting Warranty flows only to the purchaser.

This Warranty coverage is granted for products switched on/off on a daily basis with an average annual utilisation of 4.000 hours and used in accordance with the technical specifications.

In cases where MSD Lighting determine that a product or component is defective it will endeavour to repair or replace at its discretion. In some cases, however, due to technical progress, components may be discontinued and it may not be possible to repair or replace to the original specification or LED light sources may have light properties deviating from those of the original products. In such circumstances MSD Lighting may also, at its absolute discretion, give a credit for the price paid on a pro-rata diminishing basis corresponding to the remaining duration of the warranty.

For purposes of clarity, replacing a product or component means that MSD Lighting will make that product or component available to the customer. It does not include any consequential costs such as dismantling, disassembly, remounting, transport, tools, labour, damage costs, stoppage of work costs, loss of revenue, special costs, financial costs, or any other contingency costs.

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### Limitations and exclusions

The customer must demonstrate that any default is not the result of any neglect or misuse by himself, notably by non-compliance with the following conditions:

- the product has been properly transported by the customer, using the original packaging.
- the product has been stored, installed and maintained in accordance with MSD Lighting specifications and guidelines and IEC standards
- the product has been wired, installed and operated within the electrical values.
- the product has been used only within ambient temperatures of -20c to +30C
- relevant humidity never exceeds 80% RH or the IP rating of the product
- products are not subjected to more than a total of 50,000 switching cycles (with a switching cycle defined as 30 seconds 'on' and 30 seconds 'off')
- the electrical installation within which the products operate is not subject to voltage fluctuations exceeding +/- 10% of 230 V
- the product has not been subjected to mechanical loads which do not comply with its intended use
- the product and/or any part thereof has not been repaired, replaced, adjusted or altered, by the customer or any other person, without MSD Lighting' prior and written consent
- the non-accessible/sealed parts, e.g. optic, of the product have not been opened by the customer
- the product has not been put into contact with chemical products
- the product has been regularly inspected and maintained and adequate records of maintenance history are available for inspection by MSD Lighting

MSD Lighting cannot be held responsible for electricity supply conditions including spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products. Warranty conditions do not apply to:

- damage or failure to perform arising as a result of force majeure or from 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.
- any acts of nature such as lightning damage
- corrosion should the corrosion be the result of abnormal external causes or factors such as chemical products
- failure of less than 25% of the total number of LEDs (rounded up to the nearest unit) in a light module
- parts, elements and/or accessories added to the product after its delivery;
- any components issued by the customer
- normal wear and tear of the product including degradation of the paint which does not result in loss of structural integrity of the lantern

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## Warranty Claims

- The Customer must immediately notify MSD Lighting 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 ...)
- Name, variant and number of the defective products from the product identification label
- Copy of the invoice and delivery note
- Installation date
- Detailed problem description

Upon request, MSD Lighting representatives must be allowed to access the defective product prior to its disassembly and/or disconnection from the power grid to which the product was connected for verification of noncompliance.

Damaged parts, debris etc. should not be disposed of until written authority is given by MSD Lighting. The non-conforming or defective products or parts shall become the property of MSD Lighting

MSD Lighting 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.

Only the replaced part or product is the subject of a new warranty which will in no case exceed the initial.