

## Warranty policy for Products

This document sets forth the warranty policy of the Simmons signs from which you purchase ("Purchaser") your Products (hereinafter: "Simmons signs"). This policy is applicable only to Simmons signs branded products (hereinafter "Products") sold in Europe, Middle East and Africa and installed from 1 April 2012 onwards.

**This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as attached to this document (hereinafter: "Warranty Terms and Conditions")** and the warranty clause provided in the Simmons signs general terms and conditions of sale.

### A. Warranty period

Subject to the provisions as set forth in the Warranty Terms and Conditions and as set forth hereunder, Purchaser receives the warranty for the applicable period, as described in the table hereunder.

Product	Warranty period in years	Comments and qualifying statements
All LED lit product (other than those specifically mentioned below)	2 years	
Integrated LED LUA gear tray	5 years	
All PL lamp product	1 year	Please note from 1 <sup>st</sup> April 2016 Simmons signs no longer manufactures PL products
LUA and LUB sign light heads	5 year	This is an extended guarantee over the full system and ONLY applies to mechanical failure as a direct result of vandalism and does not cover any electrical component(s) or system(s) or failure due to road accident damage or failure due to incorrect installation and, or maintenance or as set out in the Warranty Terms and Conditions document.
Simbol and Contour moulded in Graphics	5 years	All Simbol and Contour moulded in graphics are warrantied against faulty materials and workmanship subject to a failure caused by faulty materials and, or workmanship. This warranty is not applicable when caused by severe impacts in addition to the Warranty Terms and Conditions document.
WeebolFlex	5 years	WeebolFlex moulded bodies and graphics are warrantied against faulty materials and workmanship subject to a failure caused by faulty materials and, or workmanship. This warranty is not applicable when caused by severe impacts in addition to the Warranty Terms and Conditions document.
CMS nodes, aerials and associated equipment – free issued by Purchaser	No warranty	Simmons signs does not warrant any free issued units from the Purchaser, any warranty agreement must exist between the Purchaser and the supplier of the free issued equipment / component(s).
CMS nodes, aerials and associated equipment – purchased by Simmons signs	1 year	
EcoSafelight	3 years	Only applicable to product using the Hella LED array solution sold from September 2014.
Hermit LED retrofit	3 years	Only applicable to product sold from 1 <sup>st</sup> October 2015 using a fundamentally new design.
ModuStar and MiduStar beacons	6 years	

# Warranty Terms and Conditions

## 1. Limited Warranty

The warranty as described herein shall only apply to Simmons signs branded products sold by Simmons signs in the territory of Europe, Middle East and Africa (hereinafter referred to as "Product"). The warranty is only applicable to the party purchasing the products directly from Simmons signs (hereinafter referred to as: "Purchaser").

Simmons signs warrants that each Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for your Products. If a Product fails to operate in accordance with this warranty Simmons signs will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

## 2. Terms and Conditions

- Simmons signs' warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set forth in the warranty policy and upon examination Simmons signs determines to its satisfaction that such Product failed to satisfy this warranty, Simmons signs will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any consequential loss costs, removal or reinstallation activities, costs or expenses, including without limitation labour costs or expenses.
- If Simmons signs chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Simmons signs may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
- No agent, distributor or dealer is authorised to change, modify or extend the terms of the limited warranty on behalf of Simmons signs, in any matter.
- This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, relevant installation and data guides, IEC standards or any other document accompanying the Products. This limited warranty only applies when the Product has been properly maintained as per the Products installation guides and relevant industry practice. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify Simmons signs in writing.
- Simmons signs will facilitate the technical resolution of problems. Third party products sold by Simmons signs are not covered under this warranty, except as indicated in section 6.
- This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- This warranty shall be void in the event any repairs or alterations not duly authorized by Simmons signs in writing are made to the Product by any person, or if other manufacturers products are incorporated into Simmons signs products by the Purchaser without written agreement by Simmons signs. The manufacturing date of the product has to be clearly readable. Simmons signs reserves the right to make the final decision on the validity of any warrantee claim.
- If requested by Simmons signs, the non-conforming or defective Products shall become Simmons signs' property as soon as they have been replaced.
- The warranty period starts from the date Simmons signs invoices Product to Purchaser and may be reduced at Simmons signs discretion if a lit product that is designed to switch off in hours of light has been working during day light hours due to circumstances outside Simmons signs control such as incorrectly functioning 3<sup>rd</sup> Party CMS units or incorrect installation. If a replacement or repaired Product is provided as part of the remedy the warranty period starts with the date of manufacture of the originally supplied Product and not the manufacture date of the repaired or replacement remedy Product.
- Simmons signs provides no warranty for free issued components provided by the Purchaser and fitted to Simmons signs products.

## 3. Warranty Claims

All warranty periods mentioned are subject to a Simmons signs representative having access to the failed product or system for verification of non-compliance. Guarantee claims have to be reported and returned to Simmons signs office within 30 days after discovery, specifying at least the following information (additional info may be required on request):

- Products failed; for System warranties also other components used to be specified
  - Installation date and invoice date
  - Job and serial numbers (from the Simmons signs silver product label)
  - Detailed problem description and number and % of failures, date-code of failure
  - Application, hours burned and switching cycles
- Simmons signs may charge Customer for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

## 4. No implied or other warranties:

- The warranty and remedies contained in the terms of the limited warranty are the only warranties given by Simmons signs with respect the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed.
- These terms and conditions state Simmons signs' entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Simmons signs to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if Simmons signs has been advised or is aware of such defects.

## 5. Extended guarantees for failure related to vandalism

- Simmons signs offers an anti-vandalism warranty on selected products only, where this is offered the following conditions apply, in addition to those already set out in the "Warranty Terms and Conditions" document. Where applicable this extended guarantee ONLY applies to, mechanical failure as a direct result of vandalism and does not cover any electrical component(s) or system(s) or failure due to road accident damage or failure due to incorrect installation and, or maintenance.

## 6. Limitations and conditions

- This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.
- Upon request, Simmons signs representatives have to be available to access the defective Product, system or application for verification of non-compliance.
- Simmons signs cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards (e.g. EN 50160 norms).
- With respect to products sold to the Purchaser by Simmons signs but not bearing the Simmons signs name or sub-brands, Simmons signs makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

## 7. LED product warranty

- The Purchaser acknowledges and agrees that an LED product will only be considered defective for the purposes of clause 1, if,
  - Any of the LED's in a single luminaire fails to light in the first 2 years from date of manufacture
  - More than 20% of the LED's in a single luminaire fail to light in the period between 2 years from the manufacturing date and the maximum warranty period set out in the Warranty Policy
  - All the LED's in a single luminaire are proven to emit less than 70% or more of the LED's specified lumen output value within the relevant Warranty Policy.
- No other warranty on LED products is implied or given.