

## Warranty declaration

This warranty declaration sets out the legal warranties that apply to the products delivered by Netalux [see contact information below] in addition to the General Terms and Conditions of Sale. This declaration applies in addition to the agreements you may have with Netalux (e.g. sales agreement or general terms and conditions), and to the extent not otherwise specified in those agreements. Any question or complaint relating to the products or this declaration may be addressed to Netalux at [info@netalux.com](mailto:info@netalux.com).

Netalux warrants, under the conditions set out below, that the delivered products

- i) shall substantially comply with the agreed specifications;
- ii) shall provide the safety which the user is entitled to expect; and
- iii) are free of hidden defects.

In case of non-compliance of a product, Netalux will replace or repair the non-compliant product. The replaced products or parts will become Netalux' property and will be returned at the client's expense. If a product is manufactured using the materials or according to a design the client provided, Netalux disclaims any liability resulting therefrom.

In case of defects that affect the safety of a product, Netalux shall be liable solely for bodily harm and damage to private property caused by the defective product, as duly demonstrated by the claimant. However, Netalux shall not be liable if:

- I. It is probable that the defect did not exist when the goods were put into circulation and/or there are indications that the defect is due to external factors (e.g. incorrect use, handling, maintenance or storage, ...);
- II. It was not possible for Netalux to know the presence of the defect, given the state of scientific and technological knowledge at the moment the product was put into circulation;
- III. The damage is caused by the fault of the client, the injured person or any person for whom the injured person is responsible (e.g. faulty handling, improper use, modifications made by the client or third parties); and/or
- IV. The defect is due to compliance of the product with mandatory regulations issued by the public authorities.

In case of hidden defects that prevent or considerably restrict the normal use of the products, Netalux will replace or repair the non-compliant product. This applies solely to hidden defects in the products themselves at the moment of delivery, excluding defects caused by other, external causes (e.g. incorrect use, handling, maintenance or storage). The client is required to inform Netalux as soon as possible (and in any case within 2 weeks) and in writing of an alleged hidden defect, allowing Netalux to examine the matter.

These guarantees apply for a period of 24 months on the laser source and 12 months after delivery of the product on its key components, unless otherwise determined by mandatory legal provisions. Netalux will not be obliged to provide any guarantee or compensation other than those set out in this warranty declaration. In particular, Netalux will not be liable for indirect damage, for damage to commercially used goods, nor for loss related to the client's professional activity. As Netalux does not sell products to consumers, the related legal warranties do not apply. Unless otherwise agreed, the obligations of Netalux are obligations of means.

Unless otherwise agreed with Netalux, this warranty declaration and the provision of the products are subject to Belgian law. In the event of a dispute regarding the products or this warranty declaration, only the courts of the judicial district of Beringen shall have jurisdiction, unless otherwise determined by mandatory legal provisions.



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