

**1. Product design** (including HUK product combined with third party equipment)

- 1.1 Design responsibility is held solely by "the client" or their designated representative unless prior agreement is made with Hytronik UK Ltd. ("HUK"), and sufficient prior notice is given, either prior to, or sufficiently early in project launch, for HUK to provide suitable and appropriate design input.
- 1.2 Full product performance specification must be supplied to HUK by the client before any works proceed.
- 1.3 Integrally mounted products must be tested, both by HUK and the client. Following testing and acceptance of combined product performance, the (Combined) Product Test Acceptance Form (Doc. Ref. HUKD#101) must be fully completed and signed by both parties, before product can be released for project / ongoing combined use.

**2. Project (and/or controls installation) design**

- 2.1 As per clause 1.1, design responsibility is held solely by the client unless prior agreement is made with HUK.
- 2.2 Full performance / control specification must be provided by the client before any works proceed (design or otherwise).
- 2.3 Drawings (preferably AutoCAD DWG format) with full control design specification must be supplied. For quotation purposes drawings will be hand marked (if required) with a schedule of controls per drawing. If CAD marked drawings are required, this service can be provided subject to negotiation, and may be chargeable.

**3 Site attendance requests for inspection and/or commissioning**

- 3.1 The client is to place an order for attendance / commissioning before any site attendance by HUK engineer can be booked and confirmed for commissioning, site attendances, or other works.
- 3.2 The client is to provide HUK with a minimum of 20 working days' notice of a requirement to attend site for commissioning works. This notice period required may be increased or reduced by HUK without prior notice, subject to engineer availability. Verbal requests must be confirmed in writing via email a minimum of 15 working days before the requested site attendance date. Failure to do so will result in the requested dates being released, and may result in delays in attendance. HUK will endeavour to meet the client's required attendance date, although this cannot be guaranteed. HUK will issue written confirmation of the attendance date as mutually agreed with the client.
- 3.3 HUK must be accompanied on site by the client's representative, at no cost to HUK. This person will be the nominated primary (site based) client's contact. A secondary (site or office based) client's representative with contact details will also be required in the event of emergency and/or absence of the primary contact.  
The client's contact will be required to sign all day report sheets for the duration of the HUK attendance / commissioning works of the lighting controls, and to witness and sign off the lighting controls system at completion of works. In the event that neither client representative is available to sign off the day work sheet, and adequate provision has not been made by the client to provide sign off, HUK reserve the right to charge for the attendance at the appropriate rate.
- 3.4 The HUK engineer will not perform any HV or LV electrical works, and will only be inspecting / commissioning HUK products via laptop, HF/IR handset, Bluetooth (BLE) and/or systems network, and should therefore be considered as a **Software Engineer only**. Any electrical work required, including electrical isolation, and/or entry into client's luminaires if needed, must be undertaken by the supervising electrical contractor and/or the end-client's competent person accompanying our engineer for the visit, at no cost to HUK. The HUK engineer(s) will be working under the auspices, supervision and H&S practices of the main / electrical contractor, the client and/or their FM that is the designated responsible person for the electrical system on site (and in accordance with standard HUK practices, CDM and HASAWA requirements).
- 3.5 HUK are to be advised by the client 10 working days in advance of any induction required for site attendance. HUK will allow up to a 1 hour induction in the cost of attendance / commissioning. If additional time is required to complete commissioning due to extended induction time, or an additional attendance is required to attend a separate induction, this will be charged by HUK at the appropriate rate. If additional pre-security checks are required by the client, HUK reserve the right to charge for any additional costs incurred.
- 3.6 All components of the lighting control system must be installed as per the HUK drawings and specification. If this has been deviated from, the client will be held responsible for any additional costs incurred for commissioning. Where HUK has not provided site specific drawings, the client must provide detailed installation (AutoCAD DWG format) drawings a minimum of 10 working days prior to HUK site attendance. Client or 3<sup>rd</sup> Party failure to provide or follow the CAD drawings may incur additional costs, and/or delay site attendance and HUK controls related project completion.
- 3.7 The connection of the HUK controls equipment and any peripheral devices to the controls equipment is to be completed by the client, or their appointed electrical contractor / competent person as per HUK recommendations and installation instructions. Such devices include presence detectors, photocells, wall switches, BLE nodes and associated equipment etc.
- 3.8 If any electrical installation inspection circuit testing in excess of 250Vac (i.e. "megger" testing) is to be conducted on the lighting control system circuitry, the client is to ensure this testing is carried out before any HUK equipment has been installed; or alternatively that the HUK equipment is suitably isolated before testing is carried out.
- 3.9 All components and luminaires installed as part of the lighting control system must have a healthy, permanent power supply for the system to be powered up and commissioned. Written confirmation from the client will be required before HUK attend site. **Generator supply will not be suitable**. If HUK product is exposed to generator supply, HUK reserve the right to restrict or invalidate the product warranty.

- 3.10 All luminaires for the lighting controls installation must be installed, fully lamped and correctly connected to the associated lighting control equipment by the customer prior to commissioning. Failure by the client or others to provide a completed installation, including loss or interruption of power supply, may result in the requirement for return visits to prove the installation, and associated chargeable additional costs incurred.
- 3.11 Any dimming or lux switching applications must be fully completed and furnished where necessary before target lighting levels can be set. If the area is incomplete or unfurnished, the product or system will be demonstrated to be capable of dimming and/or lux switching, but additional attendance may be needed in order to set desired lighting levels. Charges will be applied at the applicable rate for any additional attendances required.
- 3.12 Before setting light level targets, agreement must be made between the client and HUK on the provision of lux meter being used as a reference for setting light level targets. Any target level achieved will be an average, and should be within an allowable tolerance of +/- 50 lux of the light level target, dependent upon lighting design and performance by other third party equipment. If the target is unachievable due to third party equipment or influence, and/or the client requests that the set level needs to be changed at a later date, the client will be held responsible for any additional costs incurred.
- 3.13 For equipment programmable via infrared handset, the equipment must be installed in a position such that the HUK product is visible from floor level by direct line of sight. Where equipment is installed behind suspended ceilings or panelling, these are to be removed by the client prior to the commencement of commissioning works, and are to remain so until handover of the system. Responsibility for any costs incurred regarding removal, damage, or replacement of third party property, ceiling tiles or panelling etc., prior to, during, or after the commissioning process will not be accepted by HUK.
- 3.14 If access is required to HUK control equipment that has been positioned above solid ceilings (plasterboard) etc. without necessary access hatches being provided, or are positioned in a non-serviceable position or condition, third party attendance will be required to provide access (destructive access through finished panels, or otherwise) and retrospective repair work may be required. This will be at no cost to HUK. This also may delay on-site works, and therefore additional HUK chargeable attendances may be required in order to complete any necessary works.
- 3.15 Any means of equipment including steps, ladders, desk surfers, high access platforms, podiums, MEWP's etc. required to access HUK controls is to be supplied by the client where necessary, at no cost to HUK.
- 3.16 HUK commissioning engineers are to be provided with unrestricted access to the areas where commissioning is required. The client is to ensure that keys are readily available to access locked areas, without incurring delay to the works. Should a representative of the client be required to be present in certain circumstances, such attendance is to be provided immediately to prevent any delays, and without any additional cost to HUK. Any additional return visits that are needed due to delays incurred by restricted access will be chargeable.
- 3.17 Standard hours of work for weekday attendances are 8am to 4.30pm Monday to Friday, inclusive of travelling time. These hours may vary dependent upon travelling time and conditions. HUK will not be liable for lost time due to factors beyond their control. Attendances required outside "standard hours" will attract additional charges at the appropriate rate. Attendances will be charged based on a fixed rate for the attendance, or with prior agreement, a "part-day" attendance rate. Attendances which do not use all of the allocated time for the attendance will not in any circumstances attract hourly charges.
- 3.18 Any cancellation of site attendance made by the client must be done so in writing a minimum of 2 full working days (Mon-Fri) before the agreed attendance date. Failure to do so will result in the attendance being charged at the full rate, and additional order for attendance will be required.
- 3.19 Should any of the requirements listed above not be complied with, resulting in delays and additional time required on site for completion of the commissioning works, the client will be held responsible for any additional costs incurred.
- 3.20 When the commissioning process has been completed, HUK offer a 12 month return-to-site warranty period (rectification period) on these "newly supplied" HUK products, during which time we will rectify any defects, excluding third party damage or intervention. After this period the remainder of the product warranty will be as stated in our standard Terms & Conditions of Sale (available on request). Note that the return-to-site warranty starts the date that the HUK commissioning is completed, as shown on the commissioning completion certificate, and is not dependent on the client's site practical completion (PC) date.
- 3.21 After the initial 12 month return-to-site warranty period has expired, any claims for product requiring (re)commissioning and/or "Cat. B" fit-out works etc., exercised under the remainder of the (5 year) product warranty will be subject to attendance charges at the applicable rate. (Re-)commissioning of any previously supplied product will not extend any remaining period of the initial 12 month return-to-site warranty period, or the remaining standard warranty period on those products.
- 3.22 Clauses 3.20 & 3.21 (above) are only applicable to products and systems that have been commissioned by HUK engineers via infrared / HF handset, Bluetooth (BLE), or system networks. It does not cover products that are not programmable via these methods, or products and systems that have been commissioned or subsequently changed by the installing contractor / client, or third party.
- 3.23 If products have been commissioned or subsequently re-commissioned by 3<sup>rd</sup> party (after HUK commissioning), Clause 3.20 will no longer apply. The product warranty will revert to the standard (5-year return to factory) product warranty. And if subsequent HUK engineer attendance is required, Clause 3.1 will apply.
- 3.24 HUK will not accept any third party consequential costs for on-site or off-site repairs without prior agreement.