

Technical Services Terms & Conditions

(hereafter referred to as "T&C")



Preamble:

Thank you for choosing Hytronik, we are committed to delivering products of the highest quality standards and providing superior technical services tailored to your needs.

To ensure timely delivery, maintain quality excellence, streamline administrative processes, and safeguard the rights and interests of both parties, Hytronik technical services shall operate under the following terms and conditions.

1. General:

- 1.1 These Terms and Conditions of Service and Commissioning (hereinafter the “T&C”) apply to product design and commissioning (hereinafter the Work) carried out by Hytronik or its subsidiaries (hereinafter the Supplier). They form an integral part of the Supplier's General Conditions of Supply and Warranty.
- 1.2 Amending or additional arrangements or conditions are valid only if they have been expressly acknowledged and agreed in writing by the Supplier.
- 1.3 Should any provision of these General Conditions prove to be wholly or partially ineffective, then the respective provisions shall be replaced by the parties with a new provision that comes as close as possible to the legal and economic effect of the original provision

2. Technical Documents

- 2.1 Information contained in technical documents of the Supplier, such as drawings, descriptions, illustrations, pamphlets and the like are not binding unless these are expressly referred to as binding. The Supplier reserves the right to make any changes considered necessary or advisable in the interest of technological progress.
- 2.2 All technical documents and the information contained therein remain the exclusive intellectual property and copyright of the Supplier and may not be exploited, copied or reproduced, nor may they be communicated to a third party in any way without the Supplier's written consent. They may be used only for installation, commissioning, operation and maintenance of the goods delivered.

3. Terms and conditions of product design

- 3.1 Design responsibility shall be borne solely by “client” their designated representative. However, if the client wishes the “supplier” to assume part of the design responsibility, prior agreement with supplier must be reached.
- 3.2 The client should provide sufficient prior notice to the “supplier” either before the project starts or early in the launch phase, enabling HUK to offer appropriate design input. Before any works proceed, the client must supply full product performance specifications to HUK.
- 3.3 Integrally mounted products must be tested, both by supplier and the client. Following testing and acceptance of combined product performance, the (Combined) Product Test Acceptance Form must be fully completed and signed by both parties, before product can be released for project / ongoing combined use.

4. Terms and conditions of project design

- 4.1 As per clause 3.1.1, design responsibility is held solely by the client unless prior agreement is made with supplier.
- 4.2 Before any works proceed, the client must supply full product performance specifications to HUK.
- 4.3 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.



5. General Conditions of On-site Setting and Commissioning

5.1 Site Attendance Requests

- 5.1.1 The client is required to submit the attendance application form by email at least 20 days in advance for the on-site commission service.
- 5.1.2 After receiving the application form and conducting the review, the supplier will notify the client of the exact arrival time in the form of a written confirmation letter via email.
- 5.1.3 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 orders for attendance will be required.

5.2 Working Time

- 5.2.1 Standard hours of work for weekday attendances are 8am to 4.30pm Monday to Friday, inclusive of travelling time. These hours may vary depending upon travelling time and conditions.
- 5.2.2 Working hours beyond the normal weekly or daily working hours are regarded as overtime. Overtime is permitted only with mutual consent. Overtime should, as a rule, not exceed the daily working time by more than 2 hours and the normal weekly working time by more than 10 hours. The purchaser should pay the extra expenses for the overtime work of the suppliers.

5.3 Travelling Time, Waiting Time

- 5.3.1 The following is deemed travelling time: The time taken for the journey to and from the installation site. The time spent on moving into the place of accommodation at the installation site as well as on registration and departure formalities required by government offices. A maximum of 12 hours per day is counted as travelling time.
- 5.3.2 If it is not possible to obtain suitable accommodation and/or adequate catering facilities near the workplace, the time required each day to travel between the accommodation and/or catering facilities and the workplace more than one-half hour per journey shall be charged as working time.
- 5.3.3 If, for reasons beyond the control of the Supplier, the installation personnel are prevented from carrying out their work or prevented from leaving when the Work is completed, the time thereby lost shall count as waiting time and shall be regarded as working time.

5.4 Cooperation of the Supplier

- 5.4.1 The supplier engineer will not perform any HV or LV electrical work 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.
- 5.4.2 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, The supplier does not need to pay for this. The supplier 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 person responsible for the electrical system on site (and in accordance with standard HUK practices, CDM and HASAWA requirements).
- 5.4.3 Suppliers are to be advised by the client 10 working days in advance of any induction required for site attendance (if necessary). supplier 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, supplier reserves the right to charge for any additional costs incurred.



5.5 Cooperation of the Purchaser

- 5.5.1 The Purchaser must take all necessary steps to ensure that the Work can commence on time and can be carried out without hindrance or interruption. The assistance of the Supplier's personnel shall not be requested until all preliminary work has been completed. This date must be communicated to the Supplier as soon as possible.
- 5.5.2 The purchaser should complete preparations before the supplier works. Any delays or issues resulting from inadequate preparations will not be covered by the supplier, unless already specified in the supply contract, the Purchaser shall perform as follows at his cost:
- All lighting control system components must be installed per the supplier's drawings and specifications. The Purchaser or their appointed electrical contractor/competent person should connect all lighting control system components (such as presence detectors, photocells, etc.) as per HUK recommendations and installation instructions. Deviations may make the client liable for extra commissioning costs.
 - If any electrical installation inspection circuit testing in excess of 250Vac (i.e. "egger" 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.
 - 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 reserves the right to restrict or invalidate the product warranty.
 - 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.
 - Any dimming or luxury 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 to set desired lighting levels. Charges will be applied at the applicable rate for any additional attendances required.
 - 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 lighting-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.
 - For programmable equipment via infrared handset, the equipment must be installed in a position where the supplier product is visible from floor level by direct line of sight. Where equipment is installed behind suspended ceilings or paneling, 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 paneling etc., prior to, during, or after the commissioning process will not be



accepted by HUK.

5.5.3 To complete the commission, the purchaser should provide the supplier with the following tools, personnel, and data. Unless already specified in the supply contract, the Purchaser shall perform as follows at his cost:

- Provide cranes and other lifting devices, in good working order, with attendant personnel, suitable scaffolding and plant must be supplied to meet the requirements of the Health and Safety at Work Act
- Arrange for a representative of the client to accompany the supplier to the site. This person will serve as the designated primary (on-site) customer contact. In case of an emergency or if the main contact is absent, a secondary (on-site or office) customer representative is also required, who must provide contact information.
- Place qualified skilled workers (electricians, masons etc.) as well as auxiliary personnel with the necessary tools at the disposal of the Supplier. These workers are to comply with the instructions of the Supplier. In no event shall any employment or other legal relationship to the Supplier be established by giving instructions. The Supplier recommends that the operating personnel be assigned to assist in work to gain familiarity with the technical features of the products or equipment.
- All Access Codes for any Open Protocol, Client Managed Protocol or Third Party Systems must be available to our Engineer prior to commencing the Commissioning. If Codes are not available then we will be unable to complete the requested works and we reserve the right to charge on a time and expenses basis.
- The purchaser must provide detailed installation (AutoCAD DWG format) drawings with a minimum of 10 working days prior to suppliers site attendance. Client or 3rd Party failure to provide or follow the CAD drawings may incur additional costs, and/or delay site attendance and HUK controls related project completion.
- If access is required to supplier control equipment that has been positioned above solid ceilings (plasterboards) 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 also may delay on-site works, and therefore additional chargeable attendances may be required to complete any necessary work.

6. Testing and Acceptance of Installed Machinery and/or Equipment

6.1 The installed machinery and/or equipment shall be ready for acceptance when it is able to provide useful service. The Work shall also be deemed ready for acceptance if unimportant parts are missing and readjustments still must be made or if the installed machinery and/or equipment cannot be taken into service for reasons beyond the Supplier's control or if additional work is still to be executed but cannot be commissioned for reasons beyond the control of the Supplier.

6.2 As soon as the Purchaser is notified that the installed machinery and/or equipment is ready for acceptance, it shall be inspected without delay in the presence of the person in charge of installation, and any deficiencies shall be immediately reported in writing to the Supplier. If the Purchaser fails to do this, the installed machinery and/or equipment shall be deemed to have been accepted.

6.3 Acceptance shall also be deemed as having taken place (i) if the Purchaser or his representative does not participate in a possible acceptance test; or (ii) if the acceptance test cannot be carried out on the date arranged for reasons for which the Supplier is not responsible; or (iii) if the Purchaser refuses to sign the acceptance report; or (iv) as soon as Purchaser puts the Work into operation or impliedly accepts the



Delivery in any other way; or (v) if the Purchaser refuses acceptance without being entitled to do so.

- 6.4 If the acceptance tests prove that the machinery and/or equipment does not fulfil the terms of the contract, the Purchaser shall give the Supplier an immediate opportunity of correcting any deficiency as soon as possible.
- 6.5 The Purchaser shall not be entitled to claim indemnity for deficiencies in the Work, in particular damages, rescind the contract, have the price reduced or cancellation of the contract.

7. Warranty

- 7.1 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.
- 7.2 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.
- 7.3 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 through these methods, or products and systems that have been commissioned or subsequently changed by the installation contractor /client, or third party.
- 7.4 If products have been commissioned or subsequently re-commissioned by third 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.

8. Limitation of Liability

- 8.1 The Supplier shall carry out installation in accordance with the terms of the contract and shall fulfil his warranty liabilities. And will not accept any third-party consequential costs for on-site or off-site repairs without prior agreement.



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