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Pila® and Parat® Luminaries - General Terms and Conditions of Sale

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General

These terms are relevant to and cover all Pila® and all Parat® X-treme™ luminaries.

All deliveries and services to the Buyer, whether in retail or wholesale business, are subject to these conditions. Conflicting purchasing terms and conditions of the Buyer shall not be binding, even if Permalight (Asia) Co., Ltd (called "The Seller") accepts Buyer's order, and even if the subject matter is not subject to these conditions.

Confirmation of Sales Contract

No order resulting from any quotation, pro-forma invoice, price list, tender, or other similar documents made or issued by the Seller shall be binding unless and until accepted by the Seller in writing. The Seller at its absolute discretion may accept or reject any order whether on account of the goods being no longer available or for any other reason whatsoever.

The Seller reserves the right to change the design of flashlights and accessories as well as to discontinue the production of models and accessories as he deems fit and without prior notice.

Time of Objection to Sales Contracts

Any sales contracts shall be binding on the Buyer unless objected to within 24 hours from receipt thereof. Such protest shall only be admissible if the contents of the respective contract deviate from the agreements entered into. It is solely up to the Seller's discretion to accept or reject such a protest.

Place of Performance and Time of Delivery

(A) Deliveries are made on the basis of Incoterms 2000. Unless otherwise individually agreed, the Buyer bears all shipping risks ex place of performance, also in case of delivery "free of freight", free domestic and foreign station. Partial deliveries shall be accepted and paid, and differences as to quality, if any, in the case of any partial delivery shall not grant the Buyer the right to refuse acceptance of the remaining quantity agreed upon.

(B) The seller will endeavour to deliver the goods by the date specified, but unless otherwise agreed in writing time for delivery shall not be of the essence and the Seller shall not be liable for any damages whatsoever resulting from delay in delivery howsoever caused.

Prices and Terms of Payment

(A) The Seller reserves the right to change prices without prior notice.

All prices are net and no settlement discount is allowed. Goods will be invoiced at the prices stated in the Seller's acceptance of order. All payments are to be made in US Dollars or in a currency accepted by the Seller. Payment will be made (unless otherwise agreed) forthwith prior delivery of the goods either ex factory Panyu (China) or ex go-down Hong Kong together with an amount equal to all costs which may be incurred by the Seller on behalf of and at the request of the Buyer in arranging packing, shipment and insurance.

(B) The terms of payment must be strictly adhered to, time being of the essence. No special terms of payment will be operative unless confirmed in writing by the Seller.

Retention of Title

(A) The Seller reserves the right to suspend delivery in respect of any order or orders from the Buyer from time to time if any account is not paid when due.

(B) Neither legal nor equitable property in any goods shall pass to the Buyer until payment in full for the same has been received by the Seller. Risk in any goods shall pass to the Buyer upon delivery ex factory or ex go-down thereof. The Buyer will keep any goods supplied by the Seller fully insured in their full replacement value against all risks prudently insured against throughout the period between the risk and title therein passing to the Buyer.

(C) In case of early delivery, until payment of all sums due to the Seller by the Buyer under the order or contract the Buyer shall store the goods in such a way that they are clearly identified to be the Seller's property.

(D) Consequently, if any payment under the order or contract is overdue or there is any breach by the Buyer of any of the provisions of the order or contract the Seller reserves the right and the Buyer hereby agrees that the Seller may re-possess the goods (irrespective of whether they have become a fixture) and thereafter to re-sell the same.

Warranties

1. Pila® Flashlights and Accessories

A) Pila® Flashlights/Electrical Torches and parts thereof

The Seller grants **two (2) years warranty** on Pila® flashlights from the date of purchase. The warranty covers material and manufacturing defects only. Xenon lamp assemblies including the front lens of the bezel, LED tail-caps and LED Emitters are excluded from any warranty but replacement is upon the Seller's discretion.

The warranty does not cover wear and tear, any damages to the flashlight or parts thereof as well as defects or malfunctions caused by carelessness of use, by dropping the flashlight or parts thereof from height, exposing the flashlight or any part thereof to acids, fuels, solvents, fire, etc., any attempt of alternation, re-engineering or customising Pila® flashlights or parts thereof, and/or any wilful act of destruction, loss, theft, or any act considered by the Seller as force majeure. All risks remain with user.

Batteries: Do not mix batteries of different brands or of different Voltage and Ampere ratings. Do not mix new with old batteries. Pila flashlights shall only be operated with batteries as stated in the manuals. Standard lithium batteries (CR123A) must include a Temperature Protection Circuit (TCP) and be made by an internationally recognized and reputable company. As rechargeable Li-ion batteries, use **Pila Li-ion batteries only!** Using batteries other than recommended and specified by Pila is dangerous and might damage Pila flashlights and related electronics; in these cases, all warranties will be voided and excluded immediately.

Remove batteries if the flashlight is not used for some time otherwise there is a risk that batteries gas-out and cause an **explosion! Before operating the flashlight, user must vent the battery chamber and verify that the batteries are not leaking and in good working condition.** All risks remain with user.

B) Pila IBC Chargers and parts thereof

Pila IBC charger is designed for charging Pila Li-ion batteries (300P, 300S, 600P, 600S) only.

Warning: Charging batteries other than Pila Li-ion is dangerous and might cause batteries to explode. Any such attempt is considered as negligent and will void the warranty immediately.

Pila IBC charger is warranted for **one (1) year** from the date of purchase covering material and manufacturing defects only. It is the responsibility of the Buyer to store and operate the charger in accordance to normal practice applicable for electrical apparatus as well as but not limited to the instructions as stated in the manual.

The warranty does not cover any damages to the IBC charger or parts thereof as well as defects or malfunctions caused by carelessness of use, negligence, exposing the charger to high humidity or immersing it in liquids, dropping the charger or parts thereof from height, any attempt of alternation, re-engineering and/or any wilful act of destruction, loss, theft, or any act considered by the Seller as force majeure.

The Seller declines any liabilities whatsoever for any misuse of the charger including but not limited for charging batteries other than **Pila rechargeable Li-ion batteries.** Batteries should be charged under the supervision of a responsible adult. All risks remain with the user.

C) Pila® Li-ion Batteries

Pila® Li-ion batteries are warranted for one (1) month from the date of purchase covering material and manufacturing defects only.

Pila Li-ion batteries are solely intended to power Pila flashlights as well as a majority of professional flashlights (6V, 9V and 12V) where a Pila battery can be substituted for batteries like Lithium CR123A. Remove batteries if the flashlight is not used for some time otherwise there is a risk that batteries gas-out and cause an **explosion!**

Pila® Li-ion batteries must NOT be charged using any charger other than intelligent **Pila IBC chargers**. The warranty does not cover any damages to batteries as well as defects or malfunctions caused by carelessness of use including using chargers other than intelligent Pila IBC chargers, by dropping batteries from height, any attempt to open the battery enclosure, alternations, re-engineering and/or any wilful act of destruction, loss, theft, or any act considered by the Seller as force majeure. All risks remain with the user.

D) Pila® Codex™ Programmable Modules

Pila Codex Programmable Modules are warranted for **one (1) year** from the date of purchase covering material and manufacturing defects only. It is the responsibility of the Buyer to store and operate the Codex module in accordance to normal practice applicable for electronic apparatus as well as but not limited to the instructions as stated in the manual.

The warranty does not cover any damages to the Codex module or parts thereof as well as defects or malfunctions caused by carelessness of use, exposing the module to high humidity or immersing it in liquids exposing it to solvents, fuel, oil, acids, etc. dropping the module from height, any attempt of alternation, re-engineering and/or any wilful act of destruction, loss, theft, or any act considered by the Seller as force majeure. The Seller declines any liabilities whatsoever for any misuse of the module. All risks remain with the user.

2. Parat® X-treme™ Flashlights, Penlights and Accessories

Parat® X-treme flashlights and penlights Models PX 1, PX 2 PX 3 are warranted for **one (1) year** from the date of purchase covering material and manufacturing defects only. Xenon assemblies and replaceable Xenon bulbs (Parat® X-treme PX 1 and PX 2) are excluded.

The warranty does not cover wear and tear, any damages to the flashlight or parts thereof as well as defects or malfunctions caused by carelessness of use, by dropping the flashlight or parts thereof from height, exposing the flashlight or any part thereof to acids, fuels, solvents, fire, etc., any attempt of alternation, re-engineering or customising Parat X-treme flashlights or parts thereof, and/or any wilful act of destruction, loss, theft, or any act considered by the Seller as force majeure. All risks remain with user.

Batteries: Use only batteries specified in the Parat X-treme manuals! Do not mix batteries of different brands or of different voltage and Ampere ratings. Do not mix new with old batteries.

Remove batteries if the flashlight is not used for some time otherwise there is a risk that batteries gas-out and cause an **explosion! Before operating the flashlight, user must vent the battery chamber and verify that the batteries are not leaking and in good working condition.** All risks remain with user.

Claims

In general, any complaints of the Buyer shall only be considered if received by the Seller or by his appointed representatives within 7 working days after Buyer's receipt of the goods. Buyer's claims are limited to rectification or replacement, at Seller's choice.

Returning Faulty Goods

Buyers may return faulty or defective goods under the following conditions:

- Customer must report defect in writing within 7 days after receipt of goods and obtain written approval and instructions from Seller prior returning the goods.
- As evidence of purchase, Buyer is requested to attach to the claim the copy of the invoice, which clearly identifies the product and states name and address of the point of sale as well as the date of purchase.
- Goods must be returned in the original packing or as per Seller's instructions.
- Goods must be unused and in mint condition without scratches, dents or showing other physical damages.
- Seller will rectify or replace goods at his own discretion.

3. Parat® PL 4 'Polizeilampe' – Police Patrol & Duty Light

Parat® PL 4 flashlights are warranted for **one (1) year** from the date of purchase covering material and manufacturing defects only.

The warranty does not cover wear and tear, any damages to the flashlight or parts thereof as well as defects or malfunctions caused by carelessness of use, by dropping the flashlight or parts thereof from height, exposing the flashlight or any part thereof to acids, fuels, solvents, fire, etc., any attempt of alternation, re-engineering or customising Parat PL 4 flashlights or parts thereof, and/or any wilful act of destruction, loss, theft, or any act considered by the Seller as force majeure. All risks remain with user.

Batteries: Use only high quality batteries from well-known manufacturers! Do not mix batteries of different brands or of different voltage and Ampere ratings. Do not mix new with old batteries. Remove batteries if the flashlight is not used for some time otherwise there is a risk that batteries gas-out and cause an **explosion! Before operating the flashlight, user must vent the battery chamber and verify that the batteries are not leaking and in good working condition.** All risks remain with user.

Claims

In general, any complaints of the Buyer shall only be considered if received by the Seller or by his appointed representatives within seven (7) working days after Buyer's receipt of the goods. Buyer's claims are limited to rectification or replacement, at Seller's choice.

Returning Faulty Goods

Buyers may return faulty or defective goods under the following conditions:

- Customer must report defect in writing within 7 days after receipt of goods and obtain written approval and instructions from Seller prior returning the goods.
- As evidence of purchase, Buyer is requested to attach to the claim the copy of the invoice, which clearly identifies the product and states name and address of the point of sale as well as the date of purchase.
- Goods must be returned in the original packing or as per Seller's instructions.
- Goods must be unused and in mint condition without scratches, dents or showing other physical damages.
- Seller will rectify or replace goods at his own discretion.

Liability and Disclaimer

1. Pila® Flashlights and Accessories

With the purchase of any Pila Products such as Pila flashlights, any related accessories including but not limited to Pila Li-ion batteries, Pila IBC charger and Codex modules, the customer agrees to all sales terms and conditions set by Permalight (Asia) Co. Ltd. and to follow the safety instructions stated in Pila manuals. When operating and manipulating any Pila Products the owner/user confirms to have read and fully understands the instructions provided in the operational manuals and herewith agreeing to be solely responsible for the safe handling of the Products. Under no circumstances shall the Seller be accountable and/or held liable for any direct, indirect, punitive, incidental, special, consequential damages, or any damages whatsoever arising out of or connected with the use or misuse of the aforesaid Products. The Seller contractual or tortuous liability for damages of any kind is excluded. It is the buyer's responsibility to insure delivered goods against third party liabilities. Product liabilities, settlement of claims and damages, if any, shall under no circumstances exceed the direct loss and shall be limited to the value of the affected order/shipment based on ex Hong Kong go-down prices. The Seller shall not be liable for any failure to perform its obligations hereunder which may be due to any circumstances whatsoever beyond control either by the Seller (including, without prejudice to the generality of the foregoing, any inability to obtain any import or export licenses or any other licenses or consents of any governmental or other authority). All risks remain with the owner/user of Pila Products.

2. Parat® X-treme and PL 4 Flashlights and Accessories

With the purchase of any Parat® Products such as Parat® X-treme, Parat® PL 4 flashlights and /or any related accessories including but not limited to batteries, the customer agrees to all sales terms and conditions set by Permalight (Asia) Co. Ltd. and to follow the safety instructions stated in Parat manuals. When operating and manipulating any Parat X-treme and PL 4 luminaries the owner/user confirms to have read and fully understands the instructions provided in the operational manuals and herewith agreeing to be solely responsible for the safe handling of the Products. Under no circumstances shall the Seller be accountable and/or held liable for any direct, indirect, punitive, incidental, special, consequential damages, or any damages whatsoever arising out of or connected with the use or misuse of the aforesaid Products. The Seller contractual or tortuous liability for damages of any kind is excluded. It is the buyer's responsibility to insure delivered goods against third party liabilities. Product liabilities, settlement of claims and damages, if any, shall under no circumstances exceed the direct loss and shall be limited to the value of the affected order/shipment based on ex Hong Kong go-down prices. The Seller shall not be liable for any failure to perform its obligations hereunder which may be due to any circumstances whatsoever beyond control either by the Seller (including, without prejudice to the generality of the foregoing, any inability to obtain any import or export licenses or any other licenses or consents of any governmental or other authority). All risks remain with the owner/user of Parat Products.

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