

# General conditions of sale

## 1 - SCOPE OF APPLICATION

These general terms and conditions of sale govern all present and future relations between MADAME STEEL and the Buyer, subject to any exceptions specifically agreed upon in writing.

## 2. ORDER ACCEPTANCE AND PAYMENT

Orders are always subject to acceptance by MADAME STEEL, which reserves the right to refuse them within 30 days of receipt. For the first order, payment must be made in advance upon receipt of notification of product availability; for subsequent orders, payment is due 45 days end of month if COFACE accepts the terms.

## 3. DELIVERY

Delivery times are provided for informational purposes only; the Buyer may not claim full or partial cancellation of orders or compensation for damages in the event of delivery delays or partial deliveries that may occur for any reason whatsoever. Goods always travel at the Buyer's risk, even when free shipping has been agreed upon. However, MADAME STEEL cannot be held liable for any missing quantities or for any damage of any kind resulting from securing and/or loading or during transport. The Buyer must, in their own interest, check the quantity and condition of the packaging before accepting the goods and, if necessary, express any reservations to the carrier.

## 4. WARRANTY

MADAME STEEL offers a 24-month warranty covering any defects related to design, materials, or workmanship, subject to the following conditions :

- Any visible defect must be reported to MADAME STEEL upon receipt of the product.
- Any malfunction observed during normal use must be reported to MADAME STEEL within 7 days of delivery.

Beyond these deadlines, no warranty will be valid. The 24-month warranty period begins on the delivery date.

For any claim, the customer must inform MADAME STEEL, detailing the problem encountered and providing photos. MADAME STEEL may also request the return of the product for analysis at its workshops.

The warranty does not apply in the following situations:

- Installation not in accordance with best practices or any applicable instructions, as well as improper, abnormal, or non-conforming use of the product, or use inconsistent with its nature or intended purpose;
- Inappropriate storage, maintenance, or handling conditions after delivery (unsuitable climatic or humidity conditions, excessive temperature, light exposure, insufficiently protected warehouse, etc.).

The customer also acknowledges being informed that the finishes and surface treatments may change over time according to the conditions described in point (ii). This natural change is not covered by the warranty.

## 5. EXCLUSION OF THE WARRANTY

- MADAME STEEL expressly disclaims all liability in the following cases: improper or unreasonable use of the products and/or improper storage.
- In the event of any work performed on the products without prior written authorization from MADAME STEEL (e.g., disassembly, assembly, modifications, replacements, etc.); if the quality and performance have been compromised by the installation of accessories not approved by MADAME STEEL.
- The products have been modified, altered, or repaired by third parties without prior authorization from MADAME STEEL.
- The electrical and/or mechanical installation of the products is incorrect, for example, without grounding for Class 1 products.
- The products were damaged after being shipped by MADAME STEEL.
- The ambient temperature and voltage limits exceed the recommended limits and/or the product is exposed to mechanical loads inconsistent with its intended use.
- Product defects are due to unforeseen and unpredictable events, including electrical discharges.
- The electrical installation operates in an environment whose characteristics do not conform to those required for proper operation, namely overvoltages exceeding 1000V between the two conductors (L and N) and 2000V between conductor and earth (L and PE, N and PE) in accordance with IEC 61000-4-5. (2005-11) ; or the devices are installed on equipment lacking surge protection systems.
- The product's luminous flux is greater than or equal to 70% of the

nominal flux during the 60,000-hour period.

- Variations in color temperature and luminous flux are within the tolerance limits set by the LED manufacturer; however, they may vary from batch to batch.

## 6. WARRANTY ACCEPTANCE PROCEDURES

If MADAME STEEL acknowledges the defect, it may choose to replace or repair the defective products or offer an alternative product with the same essential characteristics.

- If repair or replacement proves impossible or exceeds the invoiced value of the defective products, MADAME STEEL may terminate the sales contract and refund the purchase price to the buyer (excluding shipping and installation costs).
- MADAME STEEL must always be able to examine the defective product; dismantling and shipping costs are the responsibility of the buyer.
- The warranty covers the services mentioned in paragraph 6. Any costs arising from the dismantling of defective products and the installation and/or replacement of products (new or repaired) will be borne by the buyer, including: daily allowances and travel expenses, lifting equipment, scaffolding, or any other related costs.
- MADAME STEEL disclaims all liability for any material or immaterial damages suffered by the buyer or third parties caused by proven defects, such as loss of use, lost profits, and reduced energy efficiency. However, in the event of serious damage due to manufacturing, design, or material defects attributable to MADAME STEEL, the company is willing to contribute to a refund equal to a maximum of 10% of the invoiced value of the goods to help cover the duly documented costs incurred by the buyer. This contribution will be defined and agreed upon as the damages arise.

## 7. WARRANTY EXTENSION

MADAME STEEL extends its warranty on LED products for a period of 5 years from the date of the sales invoice, only if the «MADAME STEEL Warranty Extension» form has been duly completed and returned within one month of the invoice date.

## 8. RETURNS

Returns will not be accepted without prior written authorization from MADAME STEEL. Without such authorization, the merchandise will be returned to the sender. Authorized returns must be sent prepaid, in perfect condition, and in their original packaging; otherwise, MADAME STEEL reserves the right to charge the Buyer for the costs incurred for repair. Merchandise for which a return has been authorized will be credited with its purchase price plus a reimbursement of shipping costs at a rate of 15%.

## 9. PRODUCT MODIFICATIONS

MADAME STEEL reserves the right to make improvements or modifications to its products at any time, at its sole discretion and without prior notice. Descriptions, illustrations, and technical information contained in MADAME STEEL's catalogs, brochures, price lists, etc., are not contractually binding.

## 10. CATALOGUE

Descriptions, illustrations, and technical information contained in MADAME STEEL's catalogs, brochures, price lists, etc., are not contractually binding.

## 11. RETENTION OF TITLE

MADAME STEEL shall retain ownership of the products until full payment of the corresponding value has been received.

## 12. GOVERNING LAW - DISPUTES

For all matters not covered by these general terms and conditions of sale, Monegasque law and the courts of Monaco shall have exclusive jurisdiction. MADAME STEEL reserves the right to take action in the Court of the Buyer's registered office.