



Post Production Modification of Lighting Products

0.1 Executive Summary

If a lighting product (luminaire; lamp; controlgear; etc.) is modified without the specific endorsement of the original manufacturer, those undertaking the modification (user or commercial modifier) become responsible for the future full legal conformity of the product. These responsibilities include the need to identify themselves on the product as manufacturer or responsible vendor. Furthermore, any warranties or guarantees offered by the original manufacturer are likely to have become invalid.

1.0 Introduction

Within the European Union, manufacturers of lighting equipment carry prime responsibility for ensuring the legal conformity of their products with the legislation that is in force at the time of the product being placed on the market. In the past product conformity legislation had a main focus to ensure safety (LVD) but increasingly the requirements for product conformity become much more complex extending to electromagnetic interference (EMC), performance/environmental (ErP); material and chemical composition (REACH/RoHS).

Note: Where a product is manufactured outside of the EU the general responsibilities of the manufacturer are carried by the importer.

A major part of this conformity responsibility is carried under the scope of the CE mark, where a manufacturer must:

- a) Clearly identify the product with name/brand of the responsible manufacturer/vendor
- b) Make a self-declaration of legal conformity by marking the product 'CE'
- c) Maintain a CE declaration and the technical records/reports to demonstrate conformity.

In addition to these legal conformities the manufacturer is also responsible for other commercial commitments to the product such as warranty and service support.

It is important to recognise that the manufacturer will only maintain these responsibilities for the product as it has been supplied and for its specified conditions of use. Where post production modifications are made to a product, by the user or an intermediate third party, then the legal responsibilities of the original manufacturer will be passed to the modifier and commercial support such as warranty will be invalidated.

2.0 The Responsibility of Modifiers and Modification Providers



2.1 Third Party Modification

Sometimes modification of a product may be made by intermediate third parties who take the product of an original manufacturer and perform some reengineering (e.g. fitting of emergency lighting components; additional lighting controls, etc). The product is then resold to an end user by the modifier or by the supplier who has commissioned the modification.

Anyone modifying a product invalidates the original legal validations and assumes the full responsibility for these (including CE compliance) for the whole unit. It is the legal responsibility of the company or individual making any modifications to obliterate the original manufactures labels and CE mark and replace them with their own CE mark and manufacturers identification.

The product must now meet all of the relevant legislation related to it and the modifier shall be able to supply on request a technical construction file for the product in total. This file must enable compliance to be validated and would be expected to include at least:

- CE declaration
- A general description of the electrical equipment
- Manufacturing drawings or details of modifications
- Schedule of components, sub-assemblies, circuits, etc.
- A list of all standards applied in full or part.
- Test Reports.

Any modifications carried out by a third party will invalidate the original warranty and new warranty arrangements should be established by the third party. Irrespective of manufacturers marking that remains on the product.

NOTE: - However in the opinion of LIA if the modifier were to leave the original manufactures marks in place they could be judged by a court as incorrectly passing off their own responsibility for the product and be liable for prosecution

2.2 Second Party Modification

Increasingly, conversion products (or kits) are being offered on the market to end users of lighting equipment for 'improvement' of the original luminaire. Often these products are marketed with the claims of improved energy efficiency, improved performance, or reduced maintenance care for the future. Examples of such products are: power reduction devices; alternative lamp technologies; optical controls.

As for the situation with third party modification, the use of these devices will normally invalidate the legal conformities and warranty of the original product manufacturer. The user of the luminaire who has fitted the modification device will assume the general responsibilities appropriate to a third party modifier and should similarly ensure conformity of the modified unit (particularly where he has legal responsibilities for the safety of the area in which the product is used).



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In case of doubt the purchaser/user of such modification devices should take all measures to ensure themselves of the conformity and performance of the conversion product and consult with the manufacture of the original luminaire to verify that use of the use of the particular device is supported.

3.0 Original Specification & Foreseeable Misuse

Manufacturers of lighting equipment are required to provide all necessary instruction for the use and maintenance of their products through life. For example, in the case of luminaires information to enable correct lamp replacement will be marked on the product and may be supplemented by information given in instructions.

The manufacture of the original equipment cannot be expected to ensure the conformity of the product for all types of conversion or retro fit devices that may be available on the market, or enter the market after the product has been supplied.

Particularly for safety the LVD requires basic safety to be ensured also for foreseeable conditions of misuse. In this context foreseeable misuse does not include the permanent use/fitment of attachments or devices for which the original product has not been specified. In this case conditions of foreseeable misuse are defined within the relevant EN product safety standard and normally cover foreseeable temporary situations of misuse.

4.0 Conclusion

Original manufacturers can only be expected to be responsible for their products as supplied and as specified for use. Third parties modifying products for resale become responsible as the manufacturer of the product. For the fitment of modification parts and/or accessories, both the manufacturer of these parts and the user who fits the part inherit responsibility from the original manufacturer of the product.

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