



### Limited Product Warranty

Seller warrants subject to the Conditions (including the terms and conditions set forth below) and the terms of use set forth in the product data sheet accompanying the Warranted Goods (the “**Terms of Use**”) that for the Warranty Period each Warranted Good will be free from defect in materials and workmanship and will operate (the “**Warranty**”).

“**Warranted Goods**” means only those Goods which are the Seller’s branded product and does not include any traded products that the Seller has purchased to support the Buyer’s project solution; or any consumable items (including without limitation lamps, starters, batteries) and each a “**Warranted Good**”. “**Warranty Period**” means the period beginning on and including the date of shipment from the Seller and ending 60 months thereafter.

#### SECTION A EXTENT OF WARRANTY AND EXCLUSIONS

The Seller shall not be liable for any failure of any Warranted Good to comply with the Warranty in any of the following events: (a) such Warranted Good is not used in conformity with the stated product and usage specifications, particularly according to the specification sheet, the Terms of Use, product brochure, product label and installation documents; (b) the mean ambient temperatures for power supplies and controls is not greater than 45°C; (c) the mean ambient temperature for such Warranted Good is not greater than 35°C; (d) such Warranted Good is not professionally installed to the exacting standards as defined in the Nualight Installation Manual and in conjunction with a Seller approved power supply unit (“**PSU**”) operating within the electrical values specified for that power supply unit and used in equipment designed and approved for its application and in environmental conditions (temperature, humidity) within the normal specified operating range of the system; (e) any Abnormal use or use in violation of any applicable and formally recognised standard, code or instruction of use, including those in the latest National Electrical Code (NEC), the Standard for Safety in Underwriters Laboratory, Inc (UL), Standards for the American National Standards Institute (ANSI), in Canada, the Canadian Standards Association (CSA), or, in Europe (EC) is made of such Warranted Good and “**Abnormal**” means use in a condition that exceeds acceptable limits for temperatures and voltages according to the relevant technical or product-specific standards; (f) such Warranted Good is used in an Abnormal manner or in conditions of stress, including under/over voltage conditions or under/over current conditions; (g) such Warranted Good is exposed to any unintended mechanical and/or chemical modifications or stresses; (h) any attempt is made to replace or repair any component or subcomponent of such Warranted Good by anyone other than the Seller; and/or (i) such Warranted Good is installed in conjunction with a PSU that has not been approved for use by the Seller.

The Seller shall only be liable for any failure of a Warranted Good to comply with the Warranty if such failure is caused by proven material, design or manufacturing flaws that exceed the mean nominal failure rate. In the case of ballasts or components such as LED modules, the mean nominal failure rate is not covered by the Warranty and is 0.2%/1,000 hours of operation, unless the median nominal service life and nominal failure rate of the controllers or components are otherwise defined in the product and usage specifications. An LED colour shift does not constitute a failure if within  $\Delta u/v$  of 0.007 per 6000 hrs of operation. The Seller shall only be liable for any failure of a Warranted Good to comply with the Warranty in respect of light output if lumen depreciation is proved to be at levels below 70% of initial lumen output within the first 50,000hrs. All electrical and optical specifications are subject to product manufacturing tolerances.

The Warranty shall only apply to the Warranted Goods.

Where Warranted Goods are mounted at heights of more than 2.5 metres or where specialised access equipment is required it shall be the responsibility of the Buyer to supply or pay for such access equipment.

All high frequency electronic LED drivers with electronic power factor correction circuits have minimal or inaudible noise. Under certain loading and operating conditions an audible noise may be heard from all drivers. This shall not constitute a failure of any Warranted Good to comply with the Warranty.

The Warranty shall not apply to and the Seller shall not be liable for any finish defects that were caused by failure to follow proper procedures for installation care, and maintenance.

#### SECTION B RETURN OF DEFECTIVE GOODS

If the Buyer’s claim for a breach of the Warranty is valid, the Buyer will be issued with an Return Material Authorisation number (RMA#) and details of when and where to return the relevant Warranted Goods. The RMA# must be clearly marked on the outside and inside of the package in which the relevant Warranted Goods are returned.

#### SECTION C REMEDIES AND LIMITS OF LIABILITY

The Seller shall have the right to examine all failed Warranted Goods to determine the cause of failure and patterns of usage. The determination of the Seller as to whether any Warranted Good is defective and covered by the Warranty shall be final and binding on the Buyer.

Subject to the exclusions set out in Section A above and to clause 5 of the Conditions, if: (a) the Buyer notifies the Seller in writing that a given Warranted Good fails to comply with the Warranty (such notice to include a copy of the applicable purchase agreement or invoice and corresponding proof of the defect) within 60 days’ of the Buyer first noticing such non-compliance; (b) such Warranted Good is returned to the location specified in the applicable RMA by no later than the time specified in such RMA; and (c) the Seller is given a reasonable opportunity of examining such Warranted Good, Seller shall: (i) if the non-compliance is a finish defect to which the Warranty applies, at the Seller’s sole discretion repair such defective finish if it exhibits cracking, peeling, flaking, blistering, excessive fading or corrosion defects during the Warranty Period or replace the defective Warranted Good; and (ii) if the non-compliance is other than a finish defect, at the Seller’s sole discretion repair the defective Warranted Good, replace the defective Warranted Good with the same or a functionally equivalent product, refund the Price of the defective Warranted Good; and/or offer a reduction in the Price of the defective Warranted Good.

The foregoing shall constitute the exclusive remedies of the Buyer and the sole liability of Seller for the failure of any Warranted Good to comply with the Warranty. Without prejudice to the generality of the foregoing, the Seller shall not be liable in contract, tort or otherwise (whether or not such loss or damage was foreseen, foreseeable, known or otherwise) for any any indirect or consequential loss howsoever caused arising out of or in connection with any failure of any Warranted Good to comply with the Warranty.

The Warranty shall not apply to, and the Seller shall have no liability for any failure of a Warranted Good that has already been corrected through replacement, repair, refund or price reduction within the scope of the Warranty.

#### SECTION D WARRANTY PERSONAL TO BUYER

The Warranty is made exclusively to the Buyer. The Buyer may not assign or deal in any way with all or any part of the Warranty, or its rights or obligations under the Warranty, without the prior written consent of the Seller.