

LIMITED PRODUCT WARRANTY **- General Condition**

GUARANTEE

LIGHTX Co., Ltd (hereinafter "LIGHTX") issues to its customers (hereinafter the "Customers"), the following guarantee (hereinafter the "Guarantee") for some of its technical lighting products, as specified further below.

1) PRODUCTS

The Guarantee covers exclusively the products that supplied by LIGHTX.

2) DURATION OF THE GUARANTEE

The Duration of the Guarantee for Led Products is 1 year (unless otherwise specified) from the date when materials are delivered.

3) GUARANTEE CONDITIONS

The Guarantee remains valid only if:

- The Product is used in conformity to the technical specifications.
- The Product is installed and/ or fitted in conformity to the instructions and by specialized technical personnel.
- The Product is used in environments with temperatures that do not exceed 35°C.
- The voltage does not exceed the maximum values.
- The Product is not exposed to mechanical loads greater than those contemplated.
- The Product is installed with electronic sources conforming to the corresponding IEC. (International Electrotechnical Commission) specifications in force at the moment of the purchase.
- Maintenance of the Product, if contemplated, is carried out according to the instructions provided with the Product and by specialized technical personnel.
- No modifications and/or repairs are made to the Product without written authorization and not conforming to the instructions supplied with the Product.
- The Customer presents to LIGHTX the purchase order or the corresponding invoice or copy of the packaging or technical label of the Product purchased.

- The Product has been supplied directly by LIGHTX.
- The Customer reports the fault, the nature and entity of which must be described in detail, to LIGHTX no later than sixty (60) days from its discovery.
- The Customer has correctly paid for the Product in compliance with the agreed payment terms indicated on the sale order.
- LIGHTX will bear no responsibility or obligation whatsoever contemplated by this Guarantee if the said conditions are not fully respected.
- The Guarantee conditions are valid exclusively for the first installation of the devices, and not for successive installations.

4) EXCLUSIONS

The Guarantee does not cover:

- Product faults due to unforeseen and unforeseeable events, which are not due to the
- Product production/ manufacturing process (e.g. accidents and/ or force majeure, extraordinary atmospheric conditions such as electrical discharges and lightning, vandalism, fire, parasite currents, etc.).
- Faults deriving from surge amplitude or with a duration greater than: (a) 1000V between conductor and conductor (L and N); (b) 2000V between conductor and earth (L and PE, N and PE) and (e) according to IEC 61000-4-5:2005-11.
- Modifications, alterations, or repairs carried out by personnel without LIGHTX authorization.
- The components/ parts subject to wear, for example the light sources (excluding LED), batteries and mechanical parts subject to wear; as well as software faults/ defects, bugs, or viruses.
- Parts in plastic, such as polycarbonate and PMMA which fade in color or vary in transparency, opaqueness, tone and become fragile because of the natural ageing process.
- The power supply units of the Products that have been used for more than 30,000 hours.
- All expenses connected with and/ or consequent to fault repair activities (e.g. costs/ expenses for the assembly, dismantling and transport of the faulty, repaired or new Product, disposal, daily and transfer allowances, lifting devices, scaffolding); these expenses must be borne by the Customer.
- Transport damages.
- Damage to drivers caused by transient events (brief power surges) in a system caused by a sudden change of state. The source of the transient power can be an internal event or an event in the

vicinity. The energy from other parts of the grid normally appears as a brief burst of oscillations.

- The Guarantee will not cover faults in case of damage to any one of the following parts:
 1. VDR explosion due to excess voltage;
 2. FUSE explosion;
 3. PFC STAGE damaged because of common mode excess voltage;
 4. SECONDARY STAGE damaged by differential mode excess voltage.

5) REPLACEMENT OF THE PRODUCT OR THE COMPONENT

- The Guarantee, at LIGHTX discretion, will provide a replacement of the product, or replacement of the component.
- LIGHTX reserves the right to replace a defective product with another product similar in design with the same or superior performance if the supplied products are discontinued.
- The replacement of a Product or of one of its components will not imply an extension of the initial duration of the Guarantee.
- All replacement products or parts may contain new or recycled materials, equivalent in performance and reliability to the new products or parts. The "recycled materials" will not be new but used parts or products. However, even if such parts or products are not new, their condition, subject to conditioning or repair, will be equivalent in performance and reliability to that of new parts or products.
- All replacement products or parts will be equivalent to the Product or part to be replaced.

6) OTHER PROVISIONS

- LIGHTX may not be charged for expenses for the possible conservation of faulty/ defective Products, or any other charge and/ or indemnity. The Customer shall not have the right to request and/ or claim deferred payment, price reductions or termination of the supply agreement.
- For anything not expressly disciplined by the Guarantee the legal provisions specified in the sale conditions indicated on the invoice will apply and failing this the general sale conditions by LIGHTX catalogue will apply.