

## Manufacturer's Warranty for LED Products

Under its manufacturer's warranty, Regiolux warrants its LED products to be free from defects in material and/or workmanship under normal use (i.e. according to the intended purpose) for a warranty period of five (5) years for products with rated life time of  $\geq 50.000$  operation hours, or resp. three (3) years for products with rated life time  $< 50.000$  operation hours, from the date of invoice. This manufacturer's warranty is valid throughout Europe.

### 1. Scope of Warranty

- (1) The warranty is effective under the condition that
  - (a) the products have been used in accordance with the specified product and use specifications (data sheet); the products have been professionally installed and put into operation by a licensed electrical contractor in accordance with the installation instructions; the maintenance instructions being part of the installation instructions have been complied with;
  - (b) the limits regarding external influences, such as ambient temperature and supply voltage, are not exceeded;
  - (c) the products have not been exposed to improper mechanical and/or chemical stress.
- (2) Moreover, the warranty shall apply only to the malfunction of products due to defects in material and/or workmanship exceeding the nominal failure rate. Unless otherwise stipulated in the product and application specifications, the nominal failure rate for electronic operating devices and components such as LEDs shall be set at 0.2% per 1,000 operating hours. Furthermore, a decrease in luminous flux of up to 0.6% per 1,000 operating hours and a color point shift over the service life of LED modules shall be considered normal and shall not be covered by this warranty. In the event that LED modules are replaced, lighting properties may vary from the original product due to technical progress and changes in luminous flux as a result of usage.
- (3) This warranty does not refer to
  - (a) normal wear and tear or soiling, or software defects, viruses and the like;
  - (b) deliberate or grossly negligent damage;
  - (c) wear parts, e.g. batteries
  - (d) Tolerances in luminous flux and power which can be up to  $\pm 10\%$  with new LED modules,
  - (e) plastic parts and seals that discolour or embrittle due to ageing or UV light
  - (f) provided or retroactively installed components
  - (g) settings or parameter adjustments to equipment which has changed due to wear, fatigue or soiling;
  - (h) deviations of the product from illustrations or data, for example, in our catalogs or other sales documents;
  - (i) or to products which have been modified or repaired without written authorization by Regiolux.

### 2. Conditions for Warranty Claims

- (1) In order to make a warranty claim, the customer must inform Regiolux in writing within two (2) weeks of ascertaining that the product exhibits defects in material and/or workmanship. Regiolux shall be granted a reasonable period of time to examine the products. The customer shall bear the costs in the event that the products must be returned to Regiolux for the purpose of examination. In the event that doubts emerge that the alleged defect actually exists or is due to a defect in material and/or workmanship under this warranty, the customer shall assume the burden of proof to demonstrate the existence of the defect and/or the causality of a defect in material and/or workmanship covered by this warranty; the customer shall furnish appropriate evidence of the same.
- (2) Furthermore, the purchase contract or the appropriate invoice must be submitted in order to make a warranty claim.

### 3. Performance under the Warranty

- (1) In the event that a product for which a warranty claim has been made turns out, upon examination, to exhibit the alleged defect and that this defect is covered under the warranty, Regiolux may, at its discretion, either rectify the defect or replace the product at its option in the form of an equal or equivalent product, or to reduce the purchase price.
- (2) The manufacturer's warranty is a spare parts warranty. The functionality of the replacement products or parts shall correspond to that of the product or part which is to be replaced. The replacement products or parts can contain new or re-used materials that may have already been used or reconditioned, but which are equivalent to new products or parts with regard to their performance and reliability; however, replacement products or parts may vary with regard to their dimensions, design, and quality of light as compared to the original product.
- (3) Performance under this warranty shall not result in the extension of the warranty period. However, replacement products or parts shall be covered under this warranty to the extent that Regiolux vouches that they are free from defects in materials and/or workmanship over the remaining applicable warranty period with regard to the product which is being replaced, or into which the replacement products or parts are installed.
- (4) All ancillary costs incurred as part of the rectification of defects shall be at the customer's expense. These include, but are not limited to, costs of assembly and disassembly, the packaging, transportation or shipping of the defective and of the repaired product or the replacement product, disposal, travel/transit time, lifting equipment and scaffolding. The customer shall also bear the costs of any new system start-ups, software re-installations or software updates required under this warranty.
- (5) Under this warranty, Regiolux shall not assume liability for any indirect, special or consequential damage, or for any financial loss, including the loss of actual or expected profits, interest, earnings, expected savings or expected business, damage to goodwill, or damage or loss of any kind incurred by third parties. The implied warranty shall remain unchanged, however, and shall apply in addition to this warranty.
- (6) The liability in each case of guarantee is limited up to an amount of € 200,000 lump sum. Financial losses will not be compensated.

### 4. Final provisions

- (1) The customer may not transfer this warranty or his rights thereunder to third parties without the express consent by Regiolux.
- (2) The laws of the Federal Republic of Germany shall apply. The provisions of the UN Sales Convention shall not apply.
- (3) The Hassfurt Local Court (*Amtsgericht*) or the Bamberg Regional Court (*Landgericht*) shall have exclusive jurisdiction for all disputes arising under this warranty.
- (4) Should any provision of this warranty be or become invalid in whole or in part, the validity of the remainder hereof shall not be affected thereby. The partially or entirely invalid provision shall be replaced by a valid provision that matches the purpose intended by the parties to the closest extent.

Königsberg, April 2021