

LETTER OF WARRANTY

This Standard Warranty (in some cases also referred to as “Warranty Policy”) specifies the standard terms and conditions on warranty for the sale of Lightbase outdoor luminaires listed in the tender document (for the purpose of this Standard Warranty all referred to as “Products”). Only the purchaser that has purchased Products directly from Lightbase (“Buyer”) can derive any rights from this Standard Warranty. This Standard Warranty applies only for outdoor luminaires purchased on or after January 1, 2019.

This Standard Warranty must be read together with Terms and Conditions for Sale of Products and Services of Lightbase currently in force, or such other terms as agreed to in a legally enforceable agreement executed between Lightbase and Buyer, including separate supply, distribution or sales contracts (“Terms and Conditions”). Unless otherwise specified herein, any term or expression defined or used in Terms and Conditions and relating to this Standard Warranty shall have (in the interpretation of Terms and Conditions) the same meanings as used herein. In all other respects, Terms and Conditions remain unchanged and are in full force and effect. In the event of conflict between this Standard Warranty and Terms and Conditions in relation to the Products, this Standard Warranty will prevail.

1. Subject to the Terms and Conditions and this Standard Warranty (including exclusions, limitations and conditions stated therein), Lightbase warrants to Buyer that Products will be free from Defects for the limited warranty period(s) specified below in Table 1 (“Warranty Period”). For the purpose of this Standard Warranty, a “Defect” (or “Defective Product”) means that a Product has a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Lightbase, with consideration given to the overall performance of the Product.
2. Unless confirmed otherwise by Lightbase, the Warranty Period starts on the date of delivery of the Product.
3. Lightbase will have no obligations under this Standard Warranty if Buyer is in breach of Buyer’s payment obligations under Terms and Conditions.



4. In order to be entitled to make a valid claim under warranty, Buyer shall promptly notify Lightbase in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Lightbase under this Standard Warranty are subject to the following conditions:

4.1. Buyer shall keep proof of purchase for the Product available for inspection;

4.2. Buyer shall make claims under this Standard Warranty to Lightbase promptly and not later than thirty (30) days after discovery, and make available to Lightbase (or representatives) adequate records of operating history for the Product, at minimum the following information:

4.2.1. name and/or type number of the Product;

4.2.2. details of the (alleged) Defect, including the number and percentage of failures, and datacode of failure, as applicable;

4.2.3. the invoice date and, if performed by Lightbase, the installation date of the Product; and

4.2.4. details of application, location, actual burning hours and number of switching cycles.

4.3. Buyer shall give a Lightbase representative on-site access to the Product for which Buyer invokes this Standard Warranty, and, on request, send any alleged Defective Product to Lightbase for analysis.

4.4. Buyer shall obtain consent from Lightbase on the specifications of any tests it plans to conduct to determine whether a Defect exists.

4.5. Any lawsuit relative to any claims under warranty must be filed within one (1) year of the date of the notification of the claim.



5. The obligations of Lightbase under warranty will be limited, at the option of Lightbase, to within a reasonable time, either repair or provide a replacement product for the Defective Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements or remedies will not extend or renew the applicable Warranty Period. Lightbase is entitled at its option to replace the Defective Product(s) covered by warranty with a product that has minor deviations in design and/ or specifications which do not affect the functionality of the Product. Lightbase may charge Buyer for the reasonable costs incurred by Lightbase in relation to an alleged Defect or returned Product(s) that are found not to be a Defect, including for reasonable freight, testing and handling costs.

6. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Buyer's facility, decontamination, and re-installation of (Defect) Products are not covered by the warranty provided hereunder. Buyer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by Lightbase.

7. Unless otherwise agreed by Lightbase and Buyer in writing, the obligations under warranty by Lightbase only apply to the Products listed in the document. Lightbase does not provide any warranty for any other products, including third party products and products not marked with the Lightbase trademark or with other trademarks owned by Lightbase. In respect of software, Lightbase does not provide any warranty for any software that is not embedded in or delivered with any Products by Lightbase, even if Lightbase refers to third party software in its Documentation. The Warranty Period for customized or non-standard Products is one (1) year. Lightbase does not provide any warranty related to any Defect arising from designs, instructions or specifications supplied by Buyer to Lightbase.



8. Lightbase will have no obligations under this Standard Warranty if the alleged Defect is found to have occurred as a result of any of the following:

8.1. Any Force Majeure events. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Lightbase, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Lightbase cannot reasonably perform or execute its obligations, including, without limitation, acts of God, natural catastrophes including earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber-attacks and hacking or non-performance by suppliers of Lightbase or by other third parties on which services rely (including connectivity and communication services);

8.2. Electrical supply conditions, including supply spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the Products and those set or defined by relevant supply standards for the Product;

8.3. Improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not performed by (or for) Lightbase;

8.4. Failure to adhere to installation, operating (such as specific tolerance on flux and system power), application, maintenance, or environmental instructions or guidelines prescribed by Lightbase or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;

8.5. Failure to use the Products for the purposes for which these have been designed;

8.6. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;

8.7. Any attempt at repair, alteration or modification not authorized by Lightbase in writing;

8.8. Usage of LED products not taken into account the application instructions concerning potential pollution (VOIC) or cleaning.



9. Buyer acknowledges that the purchase price for the Product(s) is based on and reflects a proper allocation of risks and obligations of the parties related to warranty.

10. This Standard Warranty, read together with the provisions on warranty in the Terms and Conditions, constitutes the entire agreement regarding warranty for any Defective Products and supersedes all prior statements or communications (oral and written) to Buyer regarding the Products. To the fullest extent permitted by law, the warranties contained herein are the only warranties given by Lightbase with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose which warranties Lightbase expressly disclaims. Buyer shall not rely on any other information, from Lightbase or other sources, or generally known (industry) facts, regarding the Products or their performance and/or lifetime. The sole and exclusive remedy for Buyer in connection with any Defect will only be as explicitly stated in this Standard Warranty.

11. Lightbase may modify this Standard Warranty from time to time, and any modification will be effective for all orders placed on or after the effective date of such modification.

12. For Lightbase Outdoor Luminaires, the following provisions apply:

- The Warranty Period stated in section 1 is based on a number of burning hours of max. 4,500 hrs/year*;
- The warranty is valid for Products with maximum ambient temperature of +40°C.;
- For luminaires from the Floodlight range, Lightbase will have no obligations under this Warranty Policy if the alleged Defect is found to have occurred as a result of a failure of an electronic component (power supplies, control units, ballast units, LED modules) provided that the failure rate of such component is below 0.2% per 1000 operating hours;
- For Products installed within 5km from the sea side, corrosion of Products is covered by warranty only in the event that Buyer has purchased Products with Marine Salt Painting (or "MSP"), which is offered as an option to Buyer.
- For Products installed in tunnel applications that are located in areas where salt is used on the roads near the tunnel (e.g.: salting in winter time), corrosion of Products is covered by warranty only in the event that Buyer has purchased Products with Marine Salt Painting (or "MSP"), which is offered as an option to Buyer.

