

LED LIGHTING PRODUCT WARRANTY STATEMENT

The following warranties apply PRECILUM products that meet all of the following conditions:

- the product (incl. replacement component) purchased directly from PRECILUM and from no other source;
- if the product has been installed, the entire installation was performed by a licensed electrician or under the supervision of a licensed electrician (<u>in case of a claim, the buyer is obliged to declare an installation company with an electrical license</u>) and the product was in its original, unopened and new condition at the time of installation:
- the product has been professionally installed and brought into operation in accordance with valid regulations and the enclosed installation manual;
- the product is used in accordance with the given specifications of the product (especially depending upon the datasheet, instruction manual, etc.).

<u>LED Product Warranty</u>. Each PRECILUM LED product will be free from defects in materials and workmanship for a period of five (5) years, from the date of delivery to the end-user including coverage of the following performance criteria:

- LED Light Output will be maintained above 70% of initial output
- LED color temperature will not shift more than 200K in CCT
- LED driver will operate within PRECILUM specifications

<u>Exceptions</u>. The above warranties shall not apply and PRECILUM makes no representations or warranties with respect to:

- problems caused by acts of god including without limitation lightning strikes and overvoltage;
- if the defects of the product are caused by natural wear, as a result of unfavourable climate, <u>including</u> <u>chemical treatment in winter season</u>, by damage caused during transportation, by maintenance, during storage, or due to other conditions beyond the immediate control of PRECILUM.
- problems caused by any improper action or failure to act by any person or entity other than PRECILUM, including without limitation problems caused by improper installation by the buyer, an PRECILUM salesperson, or any other person or entity.
- any housing or arm that are pierced damaged for any reason, including without limitation, piercing caused by installation of sensors, photocells or any other purpose. The installation must be sealed properly to maintain water tight operation; any piercing will void the PRECILUM warranty.
- any intervention to the luminaire that **breaks the watertightness** including cable replacement will void PRECILUM's warranty.

PRECILUM continues the development of products during their lifecycle. Therefore, PRECILUM reserves the right to modify the materials, components, and technical parameters of luminaires without any previous notice. Due this reason, the buyer is obliged to follow the currently valid technical documentation available on the PRECILUM website.

The buyer must inform PRECILUM about each complaint. The buyer is obliged to refer all details describing precisely the defect and how it presents itself, especially with use of photos, video recording.



Remedy. PRECILUM's obligations for breach of warranty shall be limited to repair or replacement, at PRECILUM's option, of any products or parts which prove to be defective, provided that buyer gives PRECILUM written notice and returns the defective product to PRECILUM in accordance with PRECILUM's return material authorization (RMA) policies, and PRECILUM confirms the defect. Buyer is responsible for all costs to de-install defective products and re-install replacement or repaired products and PRECILUM shall not be liable for labor or other costs related to de-installation or re-installation.

<u>DISCLAIMER</u>. THE FOREGOING WARRANTIES ARE IN LIEU OF, AND PRECILUM EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS, GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED IN FACT OR BY LAW, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE. THE FOREGOING WARRANTIES STATE PRECILUM'S ENTIRE AND EXCLUSIVE LIABILITY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY, IN CONNECTION WITH THE PRODUCTS AND ALL PARTS, THEIR DESIGN, SUITABILITY FOR USE, INSTALLATION AND OPERATION.