

# WARRANTY TERMS AND CONDITIONS FOR LED PRODUCTS (AUG. 2021)

## General

These warranty terms and conditions for LED Products (also referred to as the "**Warranty Terms**") specifies the terms and conditions on warranty for LED Products manufactured and marketed by a company within Nordic Light Group ("**Supplier**"). The Warranty Terms only apply to LED drivers, LED fixtures and components marketed under the "Nordic Light" or "ITAB" brand (further referred to as "**Product**"), purchased on or after 2021-08-01.

The Warranty Terms must be read together with the terms and conditions for sale of products and services of the Supplier, or such other terms as agreed to in a legally enforceable agreement executed between a company within Nordic Light Group and/or ITAB Group and Customer, 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 Warranty Terms shall have (in the interpretation of the Terms and Conditions) the same meanings 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 Warranty Terms and Terms and Conditions in relation to the Products, this Warranty Terms will prevail.

## Warranty

Subject to this Warranty Terms, Supplier warrants that Products will be free from material and workmanship defects for a period of five (5) years from the date of invoice. The warranty is limited to the extent that Supplier will remedy the defect claimed at its own discretion either by repair or replacement or by reimbursing the purchase price / offer a price reduction in accordance with the terms described below.

The warranty only applies under the condition that the Products; i) are appropriately stored and used in accordance with the relevant usage instructions and for the purposes for which it has been designed; ii) are used in accordance with the product data sheets and technical specification applicable at any given time; iii) have been professionally installed in accordance with the attached installation instructions and guidelines; iv) are installed in accordance with the permissible limits pursuant to applicable safety, industrial and/or electrical standards and requirements, meaning that mechanical loading, temperature and voltage have not been exceeded; v) have not been subject to a restoration or change without the Supplier's written consent; vi) have exceeded the nominal failure rate of 0.2% per 1,000 operating hours; and viii) have been paid in full.

A luminous flux decrease of LED modules is normal up to a rate of 0.6 % per 1000 operation hours. Deviations in light properties (e.g. luminous flux and colour temperature) may be observable when comparing original and replacement products.

## Breach of warranty

The Customer shall promptly notify the Supplier in writing in case of any alleged defects within the warranty period. Any Product which is subject to an alleged defect will be assessed in accordance with Supplier's ordinary routines and processes. If it transpires, on examination of the Product, that there is a breach of warranty, the obligations of Supplier will be limited, at the sole discretion of Supplier, to either repair or replace the Product with an equivalent product or reimburse the purchase price / offer a price reduction. Supplier reserves the right to choose the most suitable alternative of the following; i) repair the Product in one of Supplier's manufacturing units to a functional condition; ii)

replace the Product with an equivalent product of the same or similar model; or iii) provide an appropriate credit based on the purchase price.

The warranty does not cover; i) costs associated with the correction of shortcomings, e.g. installation, removal of defective product and new products, transport, customs duties, lifting equipment, installation engineers; ii) products of other manufacturers and components that are to be regarded as wearing parts, e.g. batteries and light sources iii) if Products have been mishandled or misused as part of a failure to adhere to instructions, specifications or recommendations iv) Products damaged through circumstances or occurrences beyond the Supplier's reasonable control, including, without limitation, lightning strikes, abnormal voltage, accident, water, fire, natural disasters, transport, connection of other technical equipment v) Products used in countries that were not considered during design and manufacture and which are not stipulated as countries for which the product is approved, e.g. products bought in one country and used in another ("unapproved") country. The Supplier shall not be liable for any lost revenues, lost profits, lost savings, and indirect or consequential losses.

Unless otherwise agreed, repairs, replacements or remedies will not extend or renew the applicable warranty period. Supplier may charge the Customer for the reasonable costs, including freight, testing and handling costs, incurred by Supplier, if alleged defects are not found in the Products.

#### **Notice of an alleged defect**

Any warranty claims can be notified to either of the following and depending on where the Products are installed / delivered: For EU: Customer Service Nordic Light AB; +46 910 733790, [order@nordiclight.se](mailto:order@nordiclight.se) For North America: +1 614 421 8419; For China/Asia Pacific; [chinasales@itab.com](mailto:chinasales@itab.com). Warranty claims will be processed by the invoicing sales company within the relevant country where the Product in question was first acquired and taken into operation. Customer shall make claims no later than within 30 days after discovery.

In order to make a valid claim Customer shall keep proof of purchase for the Product available for inspection with a minimum of the following information: i) the name and/or type number of the Product ii) details of the alleged defect iii) details of the installation and location of the Products.

Upon notice of a warranty claim, the Customer will receive a case number. The case numbers begin with "CR-". Supplier reserves the right to determine whether a claim is justified. Unless otherwise agreed, and upon Supplier's request, the Products with the alleged defects must be returned to the Supplier for analysis or agreed to be inspected on site after approval from the Supplier. It is important that the case number is clearly stated in deliveries and communication between Customer and Supplier for further handling of the case. If there are additional costs for the Customer, or if it is determined that the Product does not fall within the terms and conditions of the warranty, the Supplier will inform the Customer within reasonable time. The Supplier reserves the right to terminate ongoing cases if the Customer does not answer questions or concerns related to further handling of the case.

#### **Miscellaneous**

The Warranty Terms is subject to the laws of Sweden, excluding the regulations relating to conflict of laws and excluding the application of the United Nations Convention on Contract for the International Sale of Goods. The Warranty Terms constitutes the entire warranty for the Products and supersedes all oral and written communications to the Customer regarding the Products. To the fullest extent of permitted by law, the warranties contained herein are the only warranties given by the Supplier with respect to the Products and are given in lieu of all other warranties, whether given by implied, including without limitation, warranties of merchantability or fitness for a particular purpose which Supplier expressly disclaims.

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