



## STANDARD WARRANTY FOR PRODUCTS

This Standard Warranty (in some cases also referred to as “Warranty Policy”) specifies the standard terms and conditions on warranty for the sale by Modular Lighting Instruments North America Corporation (“Modular”) of the Products listed below in Table 1 (for the purpose of this Standard Warranty all referred to as “Products”). Only the purchaser that has purchased Products directly from Modular (“Customer”) can derive any rights from this Standard Warranty.

This Standard Warranty applies only for Products purchased on or after November 4, 2018 within United States and Canada.

This Standard Warranty must be read together with Terms and Conditions for Sale of Products and Services of Modular currently in force, or such other terms as agreed to in a legally enforceable agreement executed between Modular 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 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), Modular warrants to Customer 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 Modular, with consideration given to the overall performance of the Product.

Description of Product	Warranty Period
Body, bulbs and gears	<b>2 years</b>
Conventional luminaires (for incandescent, halogen, energy saving, fluorescent and discharge use)	<b>2 years</b>
LED luminaires	<b>5 years</b> , respecting L&B values mentioned on product data sheet

Table 1: Description of Product and Warranty Period

2. Unless confirmed otherwise by Modular, a Warranty Period starts on the date of shipment of the Product.



3. Modular will have no obligations under this Standard Warranty if Customer is in breach of Customer's payment obligations under Terms and Conditions.
4. In order to be entitled to make a valid claim under warranty, Customer shall promptly notify Modular in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Modular under this Standard Warranty are subject to the following conditions:
  - 4.1. Customer shall keep proof of purchase for the Product available for inspection;
  - 4.2. Customer shall make claims under this Standard Warranty to Modular promptly and not later than thirty (30) days after discovery, and make available to Modular (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 date-code of failure, as applicable;
    - 4.2.3. the invoice date and, if performed by Modular, the installation date of the Product; and
    - 4.2.4. details of application, location, actual burning hours and number of switching cycles.
  - 4.3. Customer shall give a Modular representative on-site access to the Product for which Customer invokes this Standard Warranty, and, on request, send any alleged Defective Product to Modular for analysis.
  - 4.4. Customer shall obtain consent from Modular 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 Modular under warranty will be limited, at the option of Modular, 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. Modular 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. Modular may charge Customer for the reasonable costs incurred by Modular 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. If Modular chooses to replace the Product and it is not able to do so because it has been discontinued or is not available, Modular may replace it with a comparable Product. REPLACEMENT, REPAIR OR REFUND IS YOUR SOLE REMEDY. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, (A) ANY IMPLIED WARRANTIES ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY, and (B) LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS HEREBY EXPRESSLY EXCLUDED.



6. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Customer's facility, decontamination, and re-installation of (Defect) Products are not covered by the warranty provided hereunder. Customer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by Modular.
  
7. Unless otherwise agreed by Modular and Customer in writing, the obligations under warranty by Modular only apply to the Products listed under section 1. Modular does not provide any warranty for any other products, including third party products and products not marked with the MODULAR trademark or with other trademarks owned by Modular. In respect of software, Modular does not provide any warranty for any software that is not embedded in or delivered with any Products by Modular, even if Modular refers to third party software in its Documentation. The Warranty Period for customized or non-standard Products is one (1) year. Modular does not provide any warranty related to any Defect arising from designs, instructions or specifications supplied by Customer to Modular.
  
8. Modular 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 Modular, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Modular 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 Modular 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, non-compatible dim modules or switches 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) Modular;
  - 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 Modular 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;



- 8.6.1. Outdoor products installed in a distance less than 6 miles from the sea coast, with exception of optional special request products treated with Marine Salt Painting (MSP)
  - 8.7. Any attempt at repair, alteration or modification not authorized by Modular in writing;
  - 8.8. Usage of LED products not taken into account the application instructions concerning potential pollution (VOIC) or cleaning.
  - 8.9. Daily switching >10 times by day
  - 8.10. Ambient temperatures higher than below stipulated values
    - 8.10.1. Indoor luminaires 77°F
    - 8.10.2. Outdoor luminaires 95° F
9. Customer 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 Customer regarding the Products. TO THE FULLEST EXTENT PERMITTED BY LAW, THE WARRANTIES CONTAINED HEREIN ARE THE ONLY WARRANTIES GIVEN BY MODULAR 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 MODULAR EXPRESSLY DISCLAIMS. Customer shall not rely on any other information, from Modular or other sources, or generally known (industry) facts, regarding the Products or their performance and/or lifetime. The sole and exclusive remedy for Customer in connection with any Defect will only be as explicitly stated in this Standard Warranty.
11. Modular may modify this Standard Warranty from time to time, and any modifications will be effective for all orders placed on or after the effective date of such modification.