

STANDARD WARRANTY

STANDARD WARRANTY POLICY FOR PROFESSIONAL LUMINAIRES

This Standard Warranty (in some cases also referred to as “Warranty Policy”) specifies the standard terms and conditions on warranty for the sale by LuxBalance Lighting of the professional luminaires 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 LuxBalance Lighting (“Customer”) can derive any rights from this Standard Warranty.

This Standard Warranty applies only for Professional luminaires purchased on or after December 1, 2018. This Standard Warranty must be read together with Terms and Conditions for Sale of Products and Services of LuxBalance Lighting currently in force, or such other terms as agreed to in a legally enforceable agreement executed between LuxBalance Lighting 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), LuxBalance Lighting 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 LuxBalance Lighting, with consideration given to the overall performance of the Product.

Description of Product	Warranty Period
All standard led products * This standard warranty applies to professional luminaires only. The warranty conditions described in this document are not applicable to components even if these are used in combination with professional luminaires.	3 year guarantee
Customized or non-standard products	1 year guarantee

Table 1

2. Unless confirmed otherwise by LuxBalance Lighting, the Warranty Period starts on the date of delivery of the Product.
3. LuxBalance Lighting 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 LuxBalance Lighting in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of LuxBalance Lighting 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 LuxBalance Lighting promptly and not later than thirty (30) days after discovery, and make available to LuxBalance Lighting (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 LuxBalance Lighting, 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 LuxBalance Lighting representative on-site access to the Product for which Customer invokes this Standard Warranty, and, on request, send any alleged Defective Product to LuxBalance Lighting for analysis.
- 4.4. Customer shall obtain consent from LuxBalance Lighting 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 LuxBalance Lighting under warranty will be limited, at the option of LuxBalance Lighting, 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. LuxBalance Lighting 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. LuxBalance Lighting may charge Customer for the reasonable costs incurred by LuxBalance Lighting 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 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 LuxBalance Lighting.



7. Unless otherwise agreed by LuxBalance Lighting and Customer in writing, the obligations under warranty by LuxBalance Lighting only apply to the Products listed under table 1. LuxBalance Lighting does not provide any warranty for any other products, including third party products and products not marked with the LUXBALANCE LIGHTING trademark or with other trademarks owned by LuxBalance Lighting. In respect of software, LuxBalance Lighting does not provide any warranty for any software that is not embedded in or delivered with any Products by LuxBalance Lighting, even if LuxBalance Lighting refers to third party software in its Documentation. The Warranty Period for customized or non-standard Products is one (1) year. LuxBalance Lighting does not provide any warranty related to any Defect arising from designs, instructions or specifications supplied by Customer to LuxBalance Lighting.
8. LuxBalance Lighting 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 LuxBalance Lighting, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which LuxBalance Lighting 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 LuxBalance Lighting 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) LuxBalance Lighting;
 - 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 LuxBalance Lighting 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 LuxBalance Lighting in writing;
- 8.8. Usage of LED products not taken into account the application instructions concerning potential pollution (VOIC) or cleaning.
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 LuxBalance Lighting 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 LuxBalance Lighting expressly disclaims. Customer shall not rely on any other information, from LuxBalance Lighting 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. LuxBalance Lighting 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.
12. For Professional Luminaires, the following provisions apply:
 - The Warranty Period stated in section 1 is based on a number of burning hours of max. 4,200 hrs/year*;
 - The warranty is valid for Products with maximum ambient temperature of +35°C.*; In case the maximum ambient temperature differs from this value, it is stated on the product label placed on the box the Product is delivered;
 - For professional luminaires from the iFLEXTUBE-, RoomYOU, LuxBalance-, HortiPower- and/or SunPerform-range of Products, LuxBalance Lighting 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 Customer has purchased Products with Marine Salt Painting (or "MSP"), which is offered as an option to Customer.
 - 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 Customer has purchased Products with Marine Salt Painting (or "MSP"), which is offered as an option to Customer.



WARRANTY policy

FOR COMPONENTS

This document sets out the warranty policy of the LuxBalance Lighting (sales) organization ('LuxBalance Lighting') from which you ('Purchaser') purchase your components. This policy is applicable only to LuxBalance Lighting branded components ('Products') sold and installed from December 1, 2018 onwards. Warranty conditions on previously installed products remain unchanged.

This warranty policy is subject to the provisions set out below and is subject to the attached terms and conditions ('Warranty Terms and Conditions').

This warranty policy only applies if referred to in a sales agreement between LuxBalance Lighting and the Purchaser and will replace the standard warranty clause provided in the LuxBalance Lighting general terms and conditions of sale.

A. Warranty period

Subject to the provisions as set out in the Warranty Terms and Conditions, Purchaser receives the warranty for the applicable period, as described in the table on the right. Derived or co-developed products may have different warranty periods and conditions. These prevail above the periods mentioned in the table.

B. Special conditions

- Warranty period starts from date of installation, but will never start later than six (6) months after the date of manufacturing of the Product.
- Warranty period is based on a maximum of 4000 hours per year.
- Product has to be applied in accordance to LuxBalance Lighting specification and guidelines, and with usage in accordance to IEC switching cycles.
- Single component warranty applies for components independent of the brand or type of other components used in the system, provided the LuxBalance Lighting product is used in accordance to LuxBalance Lighting specification and guidelines.
- System warranty only applies when applying appropriate LuxBalance Lighting driver (as in datasheets and applications notes).
- Purchaser has to provide complaint info (i.e. system used, installation date); no upfront registration is required.
- Compensation is product for product for all confirmed failures; no minimum threshold applies; labour costs are not covered.

Component warranty

In years; unless indicated otherwise	Single Component	Component in LuxBalance Lighting System
All unmentioned product ranges: 1 year		

LED

Driver	LuxBalance;	3	-
	HortiPower*	3	-

Controls

	SunPerform	2	-
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*For Horticulture applications: see dedicated leaflet

Table 1



WARRANTY policy

Terms and Conditions, FOR COMPONENTS

1. Limited Warranty

This warranty shall only apply to LuxBalance Lighting branded lighting products sold by LuxBalance Lighting (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from LuxBalance Lighting (hereinafter referred to as: 'Purchaser').

LuxBalance Lighting warrants that each Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for the Products referred to in your sales agreement. If a Product fails to operate in accordance with this warranty LuxBalance Lighting will provide a free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set out below.

2. Terms and Conditions

- LuxBalance Lighting' warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set out in the warranty policy and on examination LuxBalance Lighting determines to its satisfaction that such Product failed to satisfy this warranty, LuxBalance Lighting will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser the purchase price. For purposes of clarity, 'repair or replace the Product or the defective part thereof' does not include any removal or reinstallation activities, costs or expenses, including without limitation, labour costs or expenses.
- If LuxBalance Lighting chooses to replace the Product and is not able to do so because it has been discontinued or is not available, LuxBalance Lighting may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
- No agent, distributor or dealer is authorized to change, modify or extend the terms of the warranty on behalf of LuxBalance Lighting.
- This warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing in accordance with the product specifications, the Purchaser must notify LuxBalance Lighting in writing.
- LuxBalance Lighting will facilitate the technical resolution of problems. Third party products sold by LuxBalance Lighting are not covered under this warranty, except as indicated in section 5.

- This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use, including without limitation, those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- This warranty shall be void in the event any repairs or alterations, not duly authorized by LuxBalance Lighting in writing, are made to the Product by any person. The manufacturing date of the product has to be clearly readable. LuxBalance Lighting reserves the right to make the final decision on the validity of any warranty claim.
- If requested by LuxBalance Lighting, the non-conforming or defective Products shall become LuxBalance Lighting' property as soon as they have been replaced.

3. Warranty Claims

All warranty periods mentioned are subjected to a LuxBalance Lighting representative having access to the Product or system for verification of non-compliance. Warranty claims have to be reported and returned to the local LuxBalance Lighting office within 30 days after discovery, specifying at least the following information (additional information may be required on request):

- details of the failed Products; and for System warranties also details of other components used;
- installation date and invoice date;
- detailed problem description, number and % of failures date-code of failure;
- application, hours burned and number of switching cycles;

Where a warranty claim is justified, LuxBalance Lighting will pay for freight expenses. LuxBalance Lighting may charge Customer for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

4. No implied or other warranties

- The warranty and remedies contained in this warranty are the only warranties given by LuxBalance Lighting with respect 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 are hereby disclaimed.
- These terms and conditions state LuxBalance Lighting' entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by LuxBalance Lighting to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these



terms and conditions, tort, contract or any other legal theory, even if LuxBalance Lighting has been advised or is aware of such defects.

5. Limitations and conditions

- This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.
- Upon request, LuxBalance Lighting' representatives shall be allowed access to the defective Product, system or application for verification of non-compliance.
- LuxBalance Lighting cannot be held liable for 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 defined by relevant supply standards (e.g. EN 50160 norms).
- With respect to products sold to the Purchaser by LuxBalance Lighting, but not bearing the LuxBalance Lighting name or sub-brands, LuxBalance Lighting makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.



WARRANTY policy

For Tissue Culture LED Solutions

This document sets forth the warranty policy of the LuxBalance Lighting (sales) organization from which you purchase ("Purchaser") your components (hereinafter: "LuxBalance Lighting"). This policy is applicable only to LuxBalance Lighting branded components (hereinafter "Products") installed from December 1, 2018 onwards.

This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as attached to this document (hereinafter: "Warranty Terms and Conditions").

This warranty policy only applies if referred to in a sales agreement between LuxBalance Lighting and the Purchaser and will replace the standard warranty clause provided in the LuxBalance Lighting general terms and conditions of sale.

A. Warranty period

Subject to the provisions as set forth in the Warranty Terms and Conditions and as set forth hereunder, Purchaser receives the warranty for the applicable period, as described in the table hereunder.

Warranty for Tissue Culture LED products			
	Single Components		Component in LuxBalance Lighting System*
All unmentioned product ranges: 1 year			
HortiPower	Linear	-	3 year

* LuxBalance Lighting system consisting of driver, connector and possibly dimming unit

Table 1

B. Special conditions

- Warranty period starts from date of installation; but is limited to +6 month after manufacturing date-code.
- Products have to be applied and used in accordance to LuxBalance Lighting's specification and design-in (application)guide.
- Crop protection products, cleaning agents and/or other chemicals (e.g., pesticides, fungicides and insecticides) ("Agents") cannot be used and/or applied in a location where Products are installed in concentrations above the values prescribed by the supplier(s) of such Agents. Any breach of this condition will result in this warranty not being applicable to the Products.
- Single component warranty applies for components independent of the brand or type of other components used in the system, provided the LuxBalance Lighting product is used in accordance to LuxBalance Lighting specification and guidelines.
- System warranty only applies to the full LuxBalance Lighting system (as in datasheets and design-in guide).
- Purchaser has to identify individual returns with project ID and complaint information including installation date, usage conditions and fault description.
- Compensation is product for product for all confirmed failures; no minimum threshold applies; labour costs are not covered.
- For linear tissue culture lighting, this warranty policy will only apply when there are five (5) or more defect red LEDs per module and/or when there are three (3) or more defect blue LEDs per module.



WARRANTY

Terms and Conditions, For Tissue Culture LED Solutions

1. Limited Warranty

The warranty as described herein shall only apply to LuxBalance Lighting branded lighting products sold by LuxBalance Lighting (hereinafter referred to as "Product"). The warranty is only applicable to the party purchasing the products directly from LuxBalance Lighting (hereinafter referred to as: "Purchaser").

LuxBalance Lighting warrants that each Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for your Products as referenced to in your sales agreement. If a Product fails to operate in accordance with this warranty LuxBalance Lighting will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

2. Terms and Conditions

- LuxBalance Lighting's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set forth in the warranty policy and upon examination LuxBalance Lighting determines to its satisfaction that such Product failed to satisfy this warranty, LuxBalance Lighting will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation activities, costs or expenses, including without limitation labour costs or expenses.
- If LuxBalance Lighting chooses to replace the Product and is not able to do so because it has been discontinued or is not available, LuxBalance Lighting may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
- No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of LuxBalance Lighting in any matter.
- This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify LuxBalance Lighting in writing.
- LuxBalance Lighting will facilitate the technical resolution of problems. Third party products sold by

LuxBalance Lighting are not covered under this warranty, except as indicated in section 5.

- This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use or use in violation of any applicable standard, code or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- This warranty shall be void in the event any repairs or alterations not duly authorized by LuxBalance Lighting in writing are made to the Product by any person. The manufacturing date of the product has to be clearly readable. LuxBalance Lighting reserves the right to make the final decision on the validity of any warrantee claim.
- If requested by LuxBalance Lighting the non-conforming or defective Products shall become LuxBalance Lighting's property as soon as they have been replaced.

3. Warranty Claims

All warranty periods mentioned are subjected to a LuxBalance Lighting representative having access to the failed product or system for verification of non-compliance. Guarantee claims have to be reported and returned to the local LuxBalance Lighting office within 30 days after discovery, specifying at least the following information (additional info may be required on request):

- Products failed; for System warranties also other components used to be specified
- Installation date and invoice date
- Detailed problem description and number and % of failures, date-code of failure
- Application, hours burned and switching cycles
- Where a warranty claim is justified, LuxBalance Lighting will pay for freight expenses. LuxBalance Lighting may charge Customer for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

4. No implied or other warranties

- The warranty and remedies contained in the terms of the limited warranty are the only warranties given by LuxBalance Lighting with respect 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 are hereby disclaimed.
- These terms and conditions state LuxBalance Lighting's entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by LuxBalance Lighting to



Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if LuxBalance Lighting has been advised or is aware of such defects.

5. Limitations and conditions

- This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions.
- Upon request, LuxBalance Lighting's representatives have to be allowed to access the defective Product,

system or application for verification of non-compliance.

- LuxBalance Lighting cannot be held liable for 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 defined by relevant supply standards (e.g. EN 50160 norms).
- With respect to products sold to the Purchaser by LuxBalance Lighting but not bearing the LuxBalance Lighting name or sub-brands, LuxBalance Lighting makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

