

Limited warranty agreement for LED luminaires

This document describes the limited warranty agreement ('Warranty') of the sales organization Noxion B.V. (hereinafter referred to as 'Noxion') regarding your (hereinafter referred to as the 'Buyer') purchase of Noxion LED luminaires within Europe as from January 2016.

The agreement is subject to the conditions described below and subject to the attached conditions ('Conditions limited warranty'). Noxion is not obliged to notify any Buyer, or future Buyer, after a certain date about any possible amendments or the non-applicability of this limited warranty regarding the supplied products (hereinafter referred to as the 'Products'). The Warranty as described below is subject to the limits and other herein described conditions and is subject to the conditions as attached to this document ('Conditions limited warranty'). This warranty only applies to a sales agreement between Noxion and the Buyer in case it is referred to.

1. Warranty period

In compliance with the provisions of Conditions limited warranty the Buyer has the right to guarantee during the applicable period. Each product using a LED light source comes with a warranty of 3 years minimum to 5 years maximum as indicated on the product sheet. A 7-year warranty is optional with project registration.



2. Special conditions

- The warranty period comes into effect on Noxion's date of invoice.
- The warranty period is based on a maximum 4500 hrs/year burn time. In the case of more than 4500 hrs/year, the warranty period will be adjusted proportionally.
- The warranty period is based on years of burning hours or amount of hours in function, depending on which occurs first.
- The warranty only concerns products that are applied according to their 'intended use' or 'normal use', which means:
 - For luminaires, installed according to the installation manual, included in the packaging and available online on Noxion's website, AND
 - The conditions of use are consistent with the information on the Products and the packaging, AND
 - The ambient temperature never exceeds the operating temperature range as given on the product sheet, for example -20°C to +30°C, AND
 - The relative humidity never exceeds 80% RH, or never exceeds the IP code of the Product, if applicable, AND
 - Products are not subject to more than 50,000 switching cycles (a switching cycle being defined as 30 seconds 'on' and 30 seconds 'off'), AND
 - The electrical installation in which the Product is used is not exposed to voltage fluctuations of more than +/- 10% of 220V.
- Malfunctions as a consequence of basic causes, including but not limited to improper wiring or installation or operation beyond the specified usage limits, are not covered by this Warranty, and this Warranty is void for and does not apply to this type of malfunctions as a consequence of basic causes.
- Inappropriate use and choice of a dimmer which is not mentioned on the list of compatible dimmers voids this Warranty. If list

is not available, Noxion shall be contacted first. Dimmable Products must be used in combination with a dimmer that is mentioned on the list of compatible products as provided to Client by Noxion.

- The Products have been purchased directly from a Noxion (sales) organization.
- Proof of Product purchase is available for inspection by Noxion.
- An adequate administration of the operation history is kept, which is available for inspection by Noxion.
- The Buyer may not rely on any other information or documentation.

Conditions Limited warranty

1. Limited warranty

This warranty extends only to lighting products provided with the Noxion brand (hereinafter referred to as 'Product') sold by Noxion B.V. (hereinafter referred to as 'Noxion') within Europe. The warranty exclusively concerns the party (hereinafter referred to as 'Buyer') that purchases the products from Noxion directly.

Noxion warrants that every Product be free of defects in material and production errors. The above warranty is valid for the period as mentioned in the applicable warranty agreement for the Products mentioned in your sales agreement. When a Product does not function conform this warranty, Noxion will provide a free replacement of the defective product with due observance to the applicable warranty policy and the conditions of the limited warranty as described below.

2. Conditions

- Noxion's warranty applies only to the Buyer. If a Product under warranty is returned by Buyer in compliance with section 3 and within the applicable warranty period as described in the warranty agreement and after investigation Noxion decides with certainty that Product does not fulfill these requirements, Noxion will, at its choice, repair or replace the Product or its defective part, or refund the purchase price to the Buyer.
- For the sake of clarity, 'repair or replace the Product or its defective part' does not include removal- or installation work, costs or expenses which include but are not limited to labor costs or expenses. If Noxion decides to replace the product and this is not possible as it is no longer in production or available, Noxion can refund the Buyer or replace the Product with a comparable product (with possible minor deviations in design and product specifications).
- No agent, distributor, or dealer is authorized to modify, adapt, or extend these warranty conditions.
- This warranty only applies if the Product is wired and installed correctly and is used within the electrical values, operating range, and ambient conditions as indicated in the specifications, application guidelines, IEC standards or other documents provided with the Product. If a Product is deemed to be faulty, or does not function in correspondence to the product specifications, the Buyer must inform Noxion in writing.
- Noxion will facilitate the technical solution of problems. Third party products sold by Noxion are not covered by this warranty, except where indicated in point 5.
- This warranty does not apply to damage or breach of contract as a consequence of force majeure or abuse, incorrect use, abnormal use, or use in violation of an applicable standard, code, or user instructions, which include but are not limited to, as set out in the most recent security industry- and/or electrical standards for the region(s) concerned.
- This warranty is void if any person has performed or applied repairs or adjustments to the Product, which Noxion has not duly authorized in writing. The production date of the Product needs to be clearly legible. Noxion retains the right to take the final decision regarding the validity of a repair claim.
- If requested by Noxion, non-compliant or defective Products become property of Noxion after replacement.

3. Warranty claims

All mentioned warranty periods are under the condition of access to the Product or system by a Noxion representative to verify possible non-conformance. Claims under warranty must be reported and returned to Noxion's logistic center within 30 days from the date of detection, as mentioned in the return form which can be found on the website www.noxionlighting.com, and need to specify at least the following information (additional information can be requested):

- Details of the defective Products; and for System warranty also details of other used components;
- Installation date, invoice date;
- Detailed problem description, number and %, date and code of defects
- Application, operating hours, and amount of switching cycles;
- Photos (and videos if possible) of defective product.

When a warranty claim is justified, Noxion will pay for shipping expenses. Noxion can charge Client for returned Products that are not found to be defective or non-conforming, in addition to shipping-, test-, and handling costs associated therewith.

4. No implied or other warranties

- The warranties and remedies included in this warranty contain the only warranty given by Noxion with regard to the Products and are in lieu of all other warranties, expressed or implied, including but not limited to warranties of merchantability or fitness for a particular purpose, which warranties are hereby rejected.
- If Noxion has repaired or replaced a Product no new warranty period will commence, but the remainder of the original warranty period will continue to apply.
- These conditions set out Noxion's entire liability and obligation to Buyer and the sole and exclusive remedy of Buyer related to defective or non-conforming Products

delivered to Buyer by Noxion, regardless whether this damage is based on a warranty not explicitly mentioned in these conditions, tort, contract, or other legal theory, even if Noxion has been advised or is aware of these defects.

5. Limitations and conditions

This is a limited warranty, which excludes, among others: installation, provide access to products (scaffolding, elevators, etc.) and special, incidental, and consequential damage (such as loss of revenue/profits, damage to property or other costs not previously mentioned), and is further defined by the limitations and conditions set out in the relevant warranty agreement and these conditions.

- Noxion representatives will be granted access to the defective Product, system, or application if requested, to verify possible non-conformance.
- Noxion shall not be liable for power supply conditions, which include voltage peaks, overvoltage/undervoltage, and ripple current control systems that exceed indicated product limits and limits as defined in the relevant delivery norms (e.g. EN 50160 standard).
- Noxion shall not be liable for expenses (whether or not by or of third parties) which have been made by Buyer without having notified Noxion of the defective Products and without Noxion's written permission to make expenses.
- For products Noxion sells to Buyer, but are not provided with Noxion's name or sub-brands, Noxion does not provide any expressed or implied warranty, including but not limited to the warranty of merchantability or fitness for a particular purpose; Noxion will however provide the Buyer with the warranties of the manufacturer of the relevant product if requested, but only to the extent permitted by law and relevant agreements.