

Standard Warranty Terms

Product type: SkyLite (internal/external), CitySense, Gateway

This document outlines Vimalux standard Warranty Terms. Exception to this must be agreed in writing.

1. Standard Warranty Terms

- 1.1 The products and services provided by Vimalux ("Supplier") meet the usual requirements and standards that can be reasonably expected and for which they are intended within normal use. The warranty in this Article shall apply to matters that are intended for use for the specific 'Project'.
- 1.2 The standard "Warranty Period" for the VIMALUX products is two (2) years after delivery. Extended Warranty can be purchased from VIMALUX. The Warranty Period starts at the Product shipment date from the Supplier.
- 1.3 The warranty shall cover defects in material, design and/or manufacturing and shall apply to the entire product, excluding battery, power supply, other wear and tear parts and consumables. A nominal failure rate of 0.8%/ 1,000h shall be permissible and shall not fall under the warranty terms. If the warranty provided by VIMALUX is in relation to a matter that was manufactured by a third-Party, then the warranty is limited to the terms provided by that manufacturer. If the warranty provided by a third Party (for the item or service rendered) is concerned, then the final warranty is limited to the factory warranty provided by such third Party for that item or service.
- 1.4 The warranty applies to outdoor luminaires applications (for example, street lighting and outdoor parking), and excludes, for example, tunnel and underpass lighting applications. The warranty applies when the product is used in conjunction with properly certified (such as CE) luminaire and ballast/ driver products.
- 1.5 It is only valid for Products subject to maximum ambient temperature of +35°C, maximum product case temperature of 70°C and shall not exceed the threshold supply mains voltage 230V +/- 10%. The warranty is only valid for maximum one switching per day.
- 1.6 The warranty is only applicable when the product is properly handled, installed, commissioned and maintained according to Supplier's instructions, and taking into account the specific tolerances, as mentioned in the product documentation available on the VIMALUX website or delivered by VIMALUX authorized personnel. Partner shall not rely upon any other information or documentation.

Important documents (such as Product Factsheets, Installation manuals, Wiring diagrams, System documentation, Device positioning guidelines, Installation do's and don'ts) should be studied by the Partner prior to the start of the Project, and should be strictly followed during the course of the Project handling, installation, commissioning and handover.

Partner shall ensure that the Project Manager(s), System Integrator(s) and/ or Installation Contractor(s) responsible for the Project, are fully aware of the documentation and strictly comply to the provided documentation and guidelines.
- 1.7 Supplier representatives shall be granted the right to access the defective Product prior to its disassembly and/ or power grid to which the Product was connected for verification. Any

restriction will withdraw Supplier's warranty obligations. Damaged parts, debris etc. should not be disposed-off until a written authority is given by the Supplier.

- 1.8 Warranty is only valid when the Products are purchased directly from Supplier's (sales) organization. Proof of purchase for the Products should be available for inspection. Adequate records of operating history should be kept and available for inspection by VIMALUX. Supplier's representative should have access to the defective Products. If the Products or other parts become suspect, such representative shall have the right to invite other manufacturers' representatives to evaluate the lighting systems. Such operating history should include data such as type of luminaire/ driver, grid parameters, temperature conditions, product installation date, intervention overviews (if any).
- 1.9 The warranty is void if:
- The Product(s) is(are) not handled, installed, commissioned and/ or maintained in accordance to the datasheet(s), installation manual(s), installation guidelines and other relevant documentation provided by VIMALUX;
 - The Product(s) are exposed to electric grid conditions that do not comply with national and international standards. Product failures caused due to high surges, over-voltage, over-current, and lack of appropriate electrical protection within electrical cabinets (feeder pillar) and streetlight pole junction boxes, are explicitly excluded from Warranty;
 - A defect was caused by or resulting from improper use or use after the expiry date;
 - Improper storage or maintenance by the Customer ("Partner") and / or third parties without the written permission of the Supplier
 - The Customer or third parties have made changes to the Product or if they were processed or modified other than the prescribed manner;
 - The defect is caused by or resulting from circumstances beyond the Supplier's control, such as but limited to vandalism, fire, no influence, act of God, etc
 - There is dirt accumulation, faults caused by force majeure or mechanical damage such as transport damage.
- 1.10 All warranty claims shall lapse unless they are reported, within the VIMALUX Service Desk/ online portal provided by the Supplier (Jira or similar), no later than ten (10) calendar days from the date of any defect or damage recognition. Reference is made to the RMA process with respect to the notification details related to the Product defect and/ or damage.
- 1.11 The Warranty Period for replaced or repaired part or Product shall be the remainder, if any, of the initial Warranty Period for the repaired or replaced part or Product (residual warranty period). The non-conforming or defective Products or parts shall become Supplier's property as soon as they have been replaced. A new warranty period shall not start in case of repair or replacement of the Product after approved claim.
- 1.12 A Customer may only ship a defective Product back to the Supplier, if the Supplier has issued an RMA (Return Material Authorization) for that Product.
- 1.13 If after issuance of an RMA, Supplier determines that the Customer has no warranty protection for the Product(s) shipped under the RMA, the Supplier is entitled to charge the Customer the costs that it incurred in inspecting the Product(s) and determining whether it was eligible for warranty coverage.

- 1.14 The warranty shall not cover: loss caused by breakdown, loss of profit, any other indirect or direct consequential loss, expenditure incurred in vain, fitting and dismantling costs, the cost of auxiliary resources for labour, exchanging, installing, assembly or disassembly costs, etc.. In case of Product repair or replacement, the costs for administration and shipping will be charged to the Customer.
- 1.15 In the case of Product exchange, the Supplier shall reserve the right to deviate from the original product by reason of technical progress, and to make any reasonable deviation in respect of design and features.
- 1.16 The warranty shall be honored in such a manner that, at Supplier's option, the product or the faulty components thereof shall be repaired at one of the Supplier's sites or be replaced by identical or equivalent replacement products. Or the product shall be taken back in exchange for a refund of the purchase price, deducted at 15% value per year, in turn enabling the Customer to purchase a substitute Product.

2. Product handling

- 2.1 To make the Product handling (repair and/ or replacement) process efficient, the Parties hereto acknowledge that good faith is the essence of this Agreement, and shall act diligently to its performance and enforcement.
- 2.2 Product Inspection and Rejection: In case of damage that makes the Product non-functional, the Customer shall notify the Supplier no later than 15 (fifteen) calendar days from the date of receipt by the Customer. The Supplier shall make all the necessary efforts to replace or correct the non-functional defective Product(s) within thirty (30) business days or such other timeframe as may be mutually agreed between the Customer and the Supplier.
- 2.3 In the event that Supplier's provided Product demonstrates proven defect within the Warranty Period, then the Customer will implement remedy actions toward to the Contactor/ End-Client as a first step and if necessary contact the Supplier; the Customer will then send the defective Product to the Supplier based on VIMALUX RMA Process.
- 2.4 In case, the Supplier does not agree with the suggested defect claimed by the Customer, then the Parties agree to assign the analysis of the defect/ error to an expert team, comprising of a representative from the Customer (namely an expert in the field of outdoor wireless lighting controls) and a representative from the Supplier (for example, Technical Support or Operations Manager). Both the Parties agree to present the field analysis and findings to such expert team. In case the expert team is not able to agree, then the Parties will escalate the issue to the higher management of the respective Parties. In case the management teams of the Parties are not able to amicably resolve this, then the Parties may eventually apply for an arbitration process.