

VIMALUX WARRANTY
Professional Luminaires

This document sets forth the warranty of the VIMALUX organization (“Temporary Association of Companies (ATI)”) from which you (“Purchaser”) purchase your professional luminaires (“Warranty”). This Warranty is applicable only to VIMALUX branded professional luminaires (“Products”) purchased as from January 2022.

This Warranty is subject to the provisions as set forth herein and is subject to the terms and conditions included in this document.

This Warranty only applies if referred to in a sales agreement between VIMALUX and the Purchaser.

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1 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 ("Warrant Period"), as described in section 2 hereunder.

Please check with your VIMALUX International representative to determine if warranty is valid in the corresponding VIMALUX product datasheet:

Extended warranty 10 years			
LED Engine	LED Driver	Luminaire	
10 Years*	3 Years	10 Years*	

2 SPECIAL CONDITIONS LIGHTING

The Warranty Period starts on the date of delivery of the Product. The Warranty Period ends no later than 10 years after the Product was delivered.

The Warranty is only valid for products used in a maximum ambient temperature of 35°C. Minimum temperature is -20 °C

The Warranty is only valid when products are switched on less than 4.200 hours per year.

The Warranty is only valid for maximum one switching per day.

The Warranty Period is no longer valid when a Purchaser or third party changes the driver settings of the product, replaces, or modifies any components or performs maintenance.

Dimming and application of network control systems have no influence on the Warranty Period.

A new Warranty Period will not run in case of repair or replacement of the product.

The Warranty is only applicable when the product is properly handled, installed, and maintained according to our written instructions in the user manual of the product, and taking into account the specific tolerances on flux and system power.

A claim under the Warranty is only approved when the useful life of the luminaire population is below L70F10 (performance after 100.000 hours is 70%) during the Warranty Period of the luminaire.

For outdoor luminaires, the Warranty is only valid for non-coastal¹ applications. An outdoor luminaire is specified as having a minimum ingress protection of IP65 and being marked as outdoor use in the datasheet. In relation to any claims under the Warranty, the Purchase may only rely on the terms in this Warranty and cannot plead any other information or documentation.

¹ A coastal application is defined as an outdoor installation within one mile (1,609 km) from a saltwater coastline or being classified as corrosivity risk category C4, C5-I or C5-M according to EN ISO 12944-2

3 WARRANTY TERMS AND CONDITIONS

Non-exhaustive

The Products have been properly installed and operated in accordance with the manufacturer's instructions.

Adequate records of operating history are kept and available for inspection by VIMALUX International.

A VIMALUX International representative will have access to the defective Products.

The Products have been purchased directly from VIMALUX International.

Proof of purchase for the Products is available for inspection by VIMALUX.

Labor and associated costs for (de)-installation of the Products are not covered under this Warranty.

3.1 LIMITED WARRANTY

The Warranty as described herein shall only apply to VIMALUX International branded lighting products sold by VIMALUX. The Warranty is only applicable to the party purchasing the products directly from VIMALUX. A third party cannot make any claims under the Warranty.

VIMALUX 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 VIMALUX will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

3.2 TERMS AND CONDITIONS

VIMALUX's Warranty flows only to Purchaser. If any Product covered by this Warranty is returned by Purchaser in accordance with section 3.3 and within the applicable Warranty Period set forth in the warranty policy and upon examination VIMALUX determines to its satisfaction that such Product failed to satisfy this Warranty, VIMALUX will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price.

Repair or replacement of the Product or the defective part thereof does not include any removal or reinstallation activities, costs, or expenses, including without limitation, labor costs or expenses.

If VIMALUX chooses to replace the Product and is not able to do so because the Product has been discontinued or is not available, VIMALUX may refund the purchaser or replace the product with a comparable product (with potential 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 VIMALUX, 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 VIMALUX in writing (see 3.3 for procedure).

VIMALUX will facilitate the technical resolution of problems. Third party products sold by VIMALUX are not covered under this Warranty, except as indicated in section 3.5.

This Warranty does not apply to damage or failure to perform arising because of any force majeure 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 VIMALUX in writing, are made to the Product by any person. VIMALUX reserves the right to make the final decision on the validity of any warranty claim.

If requested by VIMALUX, the non-conforming or defective Products shall be returned to VIMALUX and become VIMALUX 's property as soon as they have been replaced.

3.3 WARRANTY CLAIMS

All warranty periods mentioned are subjected to a VIMALUX representative having access to the failed product or system for verification of non-compliance. Warranty claims have to be reported and returned to the local VIMALUX office within 30 days after discovery, specifying at least the following information:

- Details of the failed Products; for System warranties also details of other components used.
- Installation date and invoice date.
- Detailed problem description, number and % of failures, date of failure.
- Application, hours burned and switching cycles.

Where a warranty claim is justified, VIMALUX will reimburse for freight expenses. VIMALUX will 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.

3.4 NO IMPLIED OR OTHER WARRANTIES

The Warranty and remedies contained in the terms of the limited warranty are the only warranties given by VIMALUX 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 VIMALUX 's entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by VIMALUX 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 VIMALUX has been advised or is aware of such defects.

3.5 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.

The Warranty is limited to a maximum liability that corresponds to the sales price of the Product.

Upon request, VIMALUX 's representatives must be allowed to access the defective Product, system or application for verification of non-compliance.

VIMALUX 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 50160:2010 norms).

With respect to products sold to the Purchaser by VIMALUX , but not bearing the VIMALUX name or sub-brands, VIMALUX 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.

4 APPLICABLE LAW AND JURISDICTION

All disputes arising out of or in connection with the Agreement shall be settled by arbitration in accordance with the Rules of the Arbitration Chamber of Roskilde, by a sole arbitrator appointed in accordance with the said Rules. The applicable law will be Danish.
