

Warranty Certificate

Terms, conditions and exclusions:

1. Terms:

LEDability Indústria Lda. warrants that the products Eye Series and Daily Series are in total compliance with its specifications as detailed in Product Data Sheet and free from material and functional defects and any standard finish on a product will be free from blistering, cracking, peeling, excessive fading, and corrosion defects which cause the products to fail to operate in accordance with the specifications set for **a 5 year period from the date of invoice** (“Warranty Period”) and subject to the additional conditions and exclusions referred in 2 and 3 set forth.

This warranty includes, in case failure of products, the repair and replacement during the warranty period covering exclusively material or workmanship defects.

Warranty claims must be presented in writing with associated purchase invoice.

2. Conditions:

To comply with the premises of the clauses described above the following conditions must be met:

- a) The products were used in accordance with their purpose as established in referred Product Data Sheet;
- b) No modifications have been made to the products that alter the condition in which they were supplied, and installation was performed by qualified personnel; products deliberately or accidentally damaged, howsoever caused including but not limited to damage, faults or loss caused by any substandard installation or repair completed by any installer including a Certified Installer, an Accredited Installer or suitably competent third-party provider;
- c) 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 relevant safety, industry and/ or electrical standards;
- d) The limit range values for operation temperature and humidity values have not been exceeded and the conditions of connection to the system comply with the quality of service levels defined by EN50160.

Before accepting any warranty claim, LEDability Indústria Lda. will analyze thoroughly the cause of failure and/or defect and will trigger the warranty after confirming that the product or its defective components follow the above mentioned in paragraph a). The product will be repaired or replaced by identical or equivalent products.

If LEDability chooses to replace the Product and is not able to do so because it has been discontinued or is not available, LEDability may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).

In the sequence of a warranty claim, LEDability must be able to access the facilities where the product is installed and make the necessary analysis on the investigation of the probable cause for failure. This may include the use of power analyzers to validate if voltage, current, THD and other interferences are within the tolerance value defined by EN50160.

LEDability is not responsible for damage resulting for electrical malfunctions within the installation, even when stabilizing units or UPS (based on commutated power source) are in service.

LEDability is not responsible for eventual damage in the luminaires subsequent to failure in the protection systems within the installation, being the adequate regulation of maximum current and differential relay of the installations.

3. Exclusions:

- Any additional cost related with repair (installation, decommissioning, defective product transport and replacement product transport, travel expenditure, elevation equipment and associated man power **are excluded**
- Any particular damage, accidental and with direct consequence (such as loss of profit, third party damage, other non-listed costs) **are also excluded**