



ALTECH ELECTRONICS WARRANTY POLICY

1. Limited Warranty

This warranty shall only apply to Altech Electronics branded lighting products and third party brands sold by Altech Electronics in the territory North America, South America and Europe (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from Altech Electronics (hereinafter referred to as: 'Purchaser').

Altech Electronics 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 Altech Electronics 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

- Altech Electronics' 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 Altech Electronics determines to its satisfaction that such Product failed to satisfy this warranty, Altech Electronics 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, labor costs or expenses.
- If Altech Electronics chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Altech Electronics 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 Altech Electronics.
- 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 Altech Electronics in writing.
- Altech Electronics will facilitate the technical resolution of problems.
- 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 Altech Electronics in writing, are made to the Product by any person. The manufacturing date of the product has to be clearly readable. Altech Electronics reserves the right to make the final decision on the validity of any warranty claim.
- If requested by Altech Electronics, the nonconforming or defective Products shall become Altech Electronics property as soon as they have been replaced.

3. Warranty Claims

All warranty periods mentioned are subjected to a Altech Electronics representative having access to the Product or system for verification of noncompliance. Warranty claims have to be reported and returned to the local Altech Electronics 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 datecode of failure;
- application, hours burned and number of switching cycles; Where a warranty claim is justified, Altech Electronics will pay for freight expenses. Altech Electronics may charge Customer for returned Products that are not found to be defective or nonconforming 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 Altech Electronics 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 Altech Electronics entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or nonconforming Products supplied by Altech Electronics 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 Altech Electronics 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, Altech Electronics representatives shall be allowed access to the defective Product, system or application for verification of noncompliance.
- Altech Electronics cannot be held liable for electrical supply conditions, including supply spikes, overvoltage/undervoltage 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).

6. Shipments

- It is the customer's responsibility to count and inspect all packages carefully before signing the delivery receipt. If a shortage is suspected, contact Altech Electronics immediately.
- In the event that Altech Electronics is instructed to drop ship to your customer, it is the receiver's responsibility for immediate examination of the contents for damage or loss. No claims will be allowed after 5 working days from the receipt of the shipment. Needed inspections by the carrier for loss or damage is to be reported by the customer.