

LED iBOND

January 2023

LIMITED WARRANTY: PROFESSIONAL LED LUMINAIRES

LED iBOND A/S (“LED iBOND”) WARRANTS TO THE ORIGINAL PURCHASER (“PURCHASER”) THAT THE LED iBOND BRANDED PROFESSIONAL LUMINAIRES (“PRODUCTS”) WILL BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP WHICH CAUSE THE PRODUCT TO FAIL TO OPERATE IN ACCORDANCE WITH THE PERFORMANCE SPECIFICATIONS SET FORTH IN DOCUMENTATION PUBLISHED FOR OR PROVIDED WITH THE PRODUCT (“SPECIFICATIONS”) FOR THE APPLICABLE PERIOD AND SUBJECT TO THE ADDITIONAL TERMS AND CONDITIONS SET FORTH ON SCHEDULE 1 BELOW FROM THE DATE OF PURCHASE (AS SET FORTH IN THE APPLICABLE INVOICE) (“WARRANTY PERIOD”).

Only the purchaser that has purchased Products directly from LED iBond (“Customer”) can derive any rights from this Limited Warranty. “LED iBond” means the legal entity selling the Products directly to Customer. To the extent that an authorized LED iBond distributor is the Purchaser of the Products, such distributor may transfer this limited warranty to subsequent purchasers of the Products, provided that such Products are resold in new condition and in their original packaging.

This Limited Warranty applies only for Products purchased on or after 1. January 2023. This Limited Warranty (or Extended Limited Warranty if applicable) must be read together with Terms and Conditions for Sale of Products and Services of LED iBond currently in force, or such other terms as agreed to in a legally enforceable agreement executed between LED iBond and Customer, including separate supply, distribution, or sales contracts (“Complete Terms and Conditions”). The Limited Warranty or an Extended Limited Warranty Period (as specified in Schedule 1) can only apply to purchased products if specifically specified in the Complete Terms and Conditions for such sales order. If not specified in the Complete Terms and Conditions for a specific sales order, the Limited Warranty period by default is 1 year.

1. Subject to the Complete Terms and Conditions and this Limited Warranty (including exclusions, limitations and conditions stated therein), LED iBond warrants to Customer that Products will be

free from Defects for the warranty period(s) expressed in years or hours, whichever comes first, as specified below in Schedule 1 (“Warranty Period”) or product specifications (shortest period shall apply). For the purpose of this Limited Warranty, a “Defect” (or “Defective Product”) means that a Product has a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by LED iBond, with consideration given to the overall performance of the Product (“Functionally warranty only”).

2. Unless confirmed otherwise by LED iBond, a Warranty Period starts on the date of delivery of the Product to Customer.

3. LED iBond will have no obligations under this Limited Warranty if Customer is in breach of Customer’s payment obligations under Complete Terms and Conditions.

4. In order to be entitled to make a valid claim under warranty, Customer shall promptly notify LED iBond in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of LED iBond under this Limited Warranty are subject to the following conditions:

4.1. Customer shall keep proof of purchase for the Product available for inspection;

4.2. Customer shall make claims under this Limited Warranty to LED iBond promptly and not later than thirty (30) days after discovery, and make available to LED iBond (or representatives) adequate records of

operating history for the Product, at minimum the following information:

4.2.1. name and/or type number of the Product;

4.2.2. details of the (alleged) Defect, including the number and percentage of failures, and date-code of failure, as applicable;

4.2.3. the invoice date and the installation date of the Product; and

4.2.4. details of application, location, actual burning hours and number of switching cycles.

4.3. Customer shall give a LED iBond or LED iBond representative, if requested, on-site access to the Product for which Customer invokes this Limited Warranty, and, on request, send any alleged Defective Product to LED iBond for analysis. Customer shall bear the cost for demounting and freight of Products to LED iBond.

4.4. Customer shall obtain consent from LED iBond on the specifications of any tests it plans to conduct to determine whether a Defect exists.

4.5. Any lawsuit relative to any claims under warranty must be led within one (1) year of the date of the notification of the claim.

5. The obligations of LED iBond under warranty will be limited, at the option of LED iBond, to within a reasonable time, either repair or provide a replacement product for the Defective Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements, or remedies will not extend or renew the applicable Warranty Period.

LED iBond is entitled at its option to replace the Defective Product(s) covered by warranty with a product that has minor deviations in design and/or specifications which do not affect the functionality of the Product. LED iBond may charge Customer for the reasonable costs incurred by LED iBond in relation to an alleged Defect or returned Product(s) that are found not to be a Defect, including for reasonable testing and handling costs.

6. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Customer's facility, decontamination, and re-installation of (Defect) Products are not covered by the warranty provided hereunder. Customer will be responsible and

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Made in Denmark

shall bear the costs for these activities, including costs of access for remedial warranty efforts by LED iBond.

7. Unless otherwise agreed by LED iBond and Customer in writing, the obligations under warranty by LED iBond only apply to the Products listed under Schedule 1. LED iBond does not provide any warranty for any other products, including third party products and products not marked with the LED iBond name/logo or with other trademarks owned by LED iBond. In respect of software, LED iBond does not provide any warranty for any software that is not embedded in or delivered with any Products by LED iBond, even if LED iBond refers to third party software in its Documentation. The Warranty Period for customized or non-standard Products is one (1) year unless otherwise agreed in writing in the Complete Terms & Conditions. LED iBond does not provide any warranty related to any Defect arising from designs, instructions or specifications supplied by Customer to LED iBond.

8. LED iBond will have no obligations under this Limited Warranty if the alleged Defect is found to have occurred as a result of any of the following:

8.1. Any Force Majeure events. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of LED iBond, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which LED iBond cannot reasonably perform or execute its obligations, including, without limitation, acts of God, pandemic, natural catastrophes including earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber-attacks and hacking or non-performance by suppliers of LED iBond or by other third parties on which services rely (including connectivity and communication services);

8.2. 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 set or defined by relevant supply standards for the Product;

Doc. No. Limited warranty

8.3. Improper wiring, installation or maintenance of Products not performed by (or for) LED iBond;

8.4. Failure to adhere to installation, operating, application, maintenance or environmental instructions or guidelines prescribed by LED iBond or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;

8.5. Failure to use the Products for the purposes for which these have been designed;

8.6. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;

8.7. Any attempt at repair, alteration or modification not authorized by LED iBond in writing;

9. Customer acknowledges that the purchase price for the Product(s) is based on and reflects a proper allocation of risks and obligations of the parties related to warranty.

10. This Limited Warranty, read together with the provisions on warranty in the Complete Terms and Conditions, constitutes the entire agreement regarding warranty for any Defective Products and supersedes all prior statements or communications (oral and written) to Customer regarding the Products. To the fullest extent permitted by law, the warranties contained herein are the only warranties given by LED iBond with respect to 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 LED iBond expressly disclaims. Customer shall not rely on any other information, from LED iBond or other sources, or generally known (industry) facts, regarding the Products or their performance. The sole and exclusive remedy for Customer in connection with any Defect will only be as explicitly stated in this Limited Warranty.

11. LED iBond may modify this Limited Warranty from time to time, and any modifications will be effective for all purchase orders placed on or after the effective date of such modification.

Schedule 1: All LED iBond professional luminaires not otherwise described below shall have a warranty period of 1 year.

LED iBond professional standard luminary products	Standard Limited Warranty Period*	Extended Limited Warranty Period*	Finish** Warranty Period	Special conditions
TRACY® HORTICULTURE	3 Years	5 Years	1 Years.	
TRACY® INDUSTRY	3 Years	5 Years	1 Years	
GRACY HORTICULTURE	3 Years	5 Years	1 Years	
GRACY INDUSTRY	3 Years	5 Years	1 Years	

**Functional warranty only (i.e. understood as no "Defects"). Product shall be considered defective only if 10% or more of the individual light emitting diodes (LEDs) fail for such product. For modular product components intended to be connected to form an extended LED luminary, the complete product shall be defined as the collection of all modular elements connected to the output of a single power supply unit.*

***warrants that any standard finish on a Product will be free of cracking, peeling, excessive fading, and corrosion defects during the applicable Warranty Period.*