

Limited Warranty Policy for LED Lamps and Luminaires

This document is the limited warranty policy ('Warranty') of the Opplé Lighting B.V. sales organization and its subsidiaries ('Opplé') with respect to your (the 'Purchaser') purchase of Opplé LED lamps and luminaires from September 2014 within Europe.

The Warranty is subject to the provisions set out below and is subject to the attached terms and conditions ('Limited Warranty Terms and Conditions'). Opplé will not be obliged to notify any Purchaser, or future purchases, of any amendment or the inapplicability of this limited warranty with respect to the Products after a certain date. The Warranty set forth below is subject to the limitations and other provisions set forth herein and is subject to the terms and conditions as attached to this document ('Limited Warranty Terms and Conditions'). This Warranty only applies, if referred to, in a sales agreement between Opplé and the Purchaser.

1. Warranty Period

Subject to the provisions as set forth in the Limited Warranty Terms and Conditions and as set forth hereunder, Purchaser receives the warranty for the applicable period, as described in table 1, 2 hereunder.

Lamp Life Time	Warranty Period
Lamp life > 20,000 hours	5 years
Lamp life ≤ 20,000 hours	3 years

Table 1: Warranty period for Opplé LED Lamps.

Luminaires Life Time	Warranty Period
Luminaires life > 20,000 hours	5 years
Luminaires life ≤ 20,000 hours	3 years

Table 2: Warranty period for Opplé Luminaires

2. Special Conditions

- The warranty period starts on the date of invoice of Opplé.
- The warranty period is based on a burning behaviour of max. 4.000 hours / year. In case of more than 4.000 hours/year, the warranty period will be adjusted pro-rata.
- The warranty period is based on years or operating hours, whatever comes first.
- This warranty policy only covers Products applied within their 'intended' or 'normal use' which are:
 - For lamps, operated in an open luminaire, AND
 - For luminaires, following the installation instruction enclosed in the packaging and available online at the OPPLÉ Download Center, AND
 - Operating conditions are in accordance with the information on the Products and its packaging: AND
 - Ambient temperature never exceeds the operating temperature range -20 °C to +30 °C (for LED tubes: -30 °C to +45 °C); AND
 - Relative humidity in the installation never exceeds 80% RH, or never exceeds the IP rating of the Product, if any; AND
 - Products are not subjected to more than a total of 50,000 switching cycles (with a switching cycle defined as 30 seconds 'on' and 30 seconds 'off'); AND
 - The electrical installation in which the Product operates is not subjected to voltage fluctuations exceeding +/- 10% of 220 V.
- Any failures due to root causes, including but not limited to proper wiring or installation or an operation outside the specification limits for the application will not receive the benefit of this Warranty, and this Warranty will be void for and shall not apply to any such failures due to root causes.
- Inappropriate use and selection of a dimmer not listed in the compatible list will void this Warranty. Dimmable Products must be used with a dimmer included in the compatible list provided to Purchaser by Opplé.
- Purchaser shall not rely on any other information or documentation.

Limited Warranty Terms and Conditions

1. Limited Warranty

This warranty shall only apply to Opple branded lighting products (hereinafter referred to as 'Product') sold by Opple Lighting B.V. and its subsidiaries (hereinafter referred to as 'Opple') in the territory of Europe. The warranty is only applicable to the party (hereinafter referred to as: 'Purchaser') purchasing the products directly from Opple.

Opple warrants that each Products 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 Opple 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

Opple's 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 Opple determines to its satisfaction that such Product failed to satisfy this warranty, Opple 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 Opple chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Opple 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 Opple.

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 Opple in writing.

Opple 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 Opple in writing, are made to the Product by any person. The manufacturing date of the product has to be clearly readable. Opple reserves the right to make the final decision on the validity of any warranty claim.

If requested by Opple, the non-conforming or defective Products shall become Opple's property as soon as they have been replaced.

3. Warranty Claims

All warranty periods mentioned are subjected to an Opple representative having access to the Product or system for verification of non-compliance. Warranty claims have to be registered, reported and Products returned to the local Opple 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, invoice date and number;
- detailed problem description, number and % of failures date-code of failure;
- application, hours burned and number of switching cycles;
- pictures of the mal-functioning product

Where a warranty claim is justified, Opple will pay for freight expenses. Opple may 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.

4. No implied or other warranties

- The warranty and remedies contained in this warranty are the only warranties given by Opple with respect to the Products and are given in stead 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.
- After replacement or repair no new warranty shall apply; the initial Warranty remains in effect.
- These terms and conditions state Opple's entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by Opple 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 Opple 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, Opple's representatives shall be allowed access to the defective Product, system or application for verification of non-compliance.
- Opple 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 norms).
- Opple cannot be held liable for any costs [third-party or not] made by Purchaser without reporting to Opple and without written approval of Opple.

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