

## Warranty

### Coverage - 5 Years on all LED and Fixture Components

When properly installed and under normal conditions of use, Delviro Energy (herein named Manufacturer) warrants to its Purchaser that it has supplied LED light engines and fixtures ("Products(s)") which shall be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for an extended period of five (5) years from the date of the invoice. When properly installed and under normal conditions of use, Delviro Energy (herein named Manufacturer) warrants to its Purchaser that it has supplied LED light engines and fixtures ("Products(s)") which shall be free from defects in material and workmanship in its intended use (normal wear and tear excepted) for an extended period of five (5) years from the date of the invoice.

**\* LED drivers are covered by manufacturer's warranty. Warranty Period commences on the date of manufacturing and subject to operation within allowed specified conditions.**

### Inclusions

Manufacturer's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with Manufacturer's Term and Conditions, including with limitation its return authorization provisions, within the applicable warranty period set forth above, and upon examination Manufacturer determines to its satisfaction that such Product was defective in material or workmanship at the time of delivery to the Purchaser, Manufacturer will, at its option, repair or replace the Product or the defective part, "Defective" is considered if ten per cent (10%) of LEDs, per luminaire, are non-operating LEDs. If Manufacturer chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Manufacturer may replace it with a comparable product. Where defects in materials, manufacturing or design cause the product/solution failure, they shall be repaired or replaced at Manufacturer discretion. Transport related damage is also included in the policy and should be redeemable from our transport contracts.

### Exclusions

This is a limited warranty, and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not previously mentioned), and is further defined by the limitations and conditions below. Manufacturer shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this product or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties or merchantability and fitness for particular purpose and all warranties arising from course of dealing or usage or trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this limited warranty in any matter whatsoever.

For purpose of clarity, "repair or replace the Product or the defective part thereof" does not include any re-installation costs or expenses, including without limitation labor costs or expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of heat sink parts or misapplication/omission of heat transfer compound.
2. Failure caused by fire, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or Acts of God (such as lightning or fluctuation in electrical power).
3. Products which have been modified or have had the serial number altered, defaced or rendered illegible.
4. Product is left operating in conditions/requirements other than those mentioned in respective products brochure or user manuals.
5. The product had been serviced by personnel not authorized by Delviro Energy.

6. Exposure to adverse or hazardous chemical or other substances.

## Returns

A 25% restocking fee will be charged for all returned items unless verified by your Salesperson. Items returned must be in new condition and in the original packaging within 90 days. Proof of Delivery for RMA may be requested.

Any changes made to orders 48 hours after receiving this purchase order confirmation will be subject to a 25% restocking fee unless verified by your Salesperson.

Special or Custom Order returns are not accepted unless verified by your Salesperson.

If your order is damaged during shipment, please do not accept the order and contact us immediately.

## Limitations and Conditions

Products/Solutions should be used within their specification (e.g., Temperature, water ingress and other extreme conditions, indoor/outdoor, up-lighting/down lighting, etc.) and according to application guidelines. Warranty becomes void if the product is misapplied. Warranty will also be voided should the customer fail to appropriately maintain their installation (e.g., Changing lamps at end of life, replacement of components according to applications guidelines, etc.).

This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to Manufacturer instructions. Purchaser must notify us in writing within 30 days of noticing the defect. We reserve the right to change the warranty period without prior notice and without incurring obligation and expressly disclaim all warranties not stated in this limited warranty.

Delviro Energy 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). Locally sources or modified products must be approved, along with the supplier, by the relevant RBU to be supported by this policy.

Contact Delviro Energy for more information.