



STANDARD WARRANTY

This Standard Warranty (in some cases also referred to as “Warranty Policy”) specifies the standard terms and conditions on warranty for the sale by Lightnet (Pty) Ltd (also referred to as Lightnet SA) of items listed under Product Category below in Table 1 (for the purpose of this Standard Warranty all referred to as “Products”). Only the purchaser that has purchased Products directly from Lightnet SA (“Customer”) can derive any rights from this Standard Warranty. This Standard Warranty must be read together with Terms and Conditions for Sale of Products and Services of Lightnet SA currently in force, or such other terms as agreed to in a legally enforceable agreement executed between Lightnet SA and Customer, including separate supply, distribution or sales contracts (“Terms and Conditions”). Unless otherwise specified herein, any term or expression defined or used in Terms and Conditions and relating to this Standard Warranty shall have (in the interpretation of Terms and Conditions) the same meanings as used herein. In all other respects, Terms and Conditions remain unchanged and are in full force and effect. In the event of conflict between this Standard Warranty and Terms and Conditions in relation to the Products, this Standard Warranty will prevail.

1. Subject to the Terms and Conditions and this Standard Warranty (including exclusions, limitations and conditions stated therein), Lightnet SA warrants to Customer that Products will be free from Defects for the limited warranty period(s) expressed in years or hours, whichever comes first, as specified below in Table 1 (“Warranty Period”). For the purpose of this Standard 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 Lightnet SA, with consideration given to the overall performance of the Product.
2. Unless confirmed otherwise by Lightnet SA, the Warranty Period starts on the date of delivery of the Product.
3. Lightnet SA will have no obligations under this Standard Warranty if Customer is in breach of Customer’s payment obligations under Terms and Conditions.
4. In order to be entitled to make a valid claim under warranty, Customer shall promptly notify Lightnet SA in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Lightnet SA under this Standard Warranty are subject to the following conditions:
 - a. Customer shall keep proof of purchase for the Product available for inspection;
 - b. Customer shall make claims under this Standard Warranty to Lightnet SA promptly and not later than thirty (30) days after discovery, and make available to Lightnet SA adequate records of operating history for the Product, at minimum the following information:
 - i. Name and/or type number of the Product;
 - ii. Details of the (alleged) Defect, including the number and percentage of failures.
 - iii. The invoice date and, if performed by Lightnet SA, the installation date of the Product; and
 - iv. Details of application, location, actual burning hours and number of switching cycles.
 - c. Customer shall send any alleged Defective Product to Lightnet SA for analysis.

- d. Customer shall obtain consent from Lightnet SA on the specifications of any tests it plans to conduct to determine whether a Defect exists.
 - e. Any lawsuit relative to any claims under warranty must be filed within one (1) year of the date of the notification of the claim.
5. The obligations of Lightnet SA under warranty will be limited, at the option of Lightnet SA, 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. Lightnet SA 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. Lightnet SA may charge Customer for the reasonable costs incurred by Lightnet SA in relation to an alleged Defect or returned Product(s) that are found not to be a Defect, including for reasonable freight, 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 shall bear the costs for these activities, including costs of access for remedial warranty efforts by Lightnet SA.
7. Unless otherwise agreed by Lightnet SA and Customer in writing, the obligations under warranty by Lightnet SA only apply to the Products listed under table 1. Lightnet SA does not provide any warranty for any other products, including third party products. In respect of software, Lightnet SA does not provide any warranty for any software that is not embedded in or delivered with any Products by Lightnet SA, even if Lightnet SA refers to third party software in its Documentation. The Warranty Period for customized or non-standard Products is one (1) year. Lightnet SA does not provide any warranty related to any Defect arising from designs, instructions or specifications supplied by Customer to Lightnet SA.
8. Lightnet SA will have no obligations under this Standard Warranty if the alleged Defect is found to have occurred as a result of any of the following:
 - a. Any Force Majeure events. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Lightnet SA, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Lightnet SA cannot reasonably perform or execute its obligations, including, without limitation, acts of God, 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 Lightnet SA or by other third parties on which services rely (including connectivity and communication services);
 - b. 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;
 - c. Improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not performed by (or for) Lightnet SA;

- d. Failure to adhere to installation, operating (such as specific tolerance on flux and system power), application, maintenance, or environmental instructions or guidelines prescribed by Lightnet SA or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
 - e. Failure to use the Products for the purposes for which these have been designed;
 - f. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;
 - g. Any attempt at repair, alteration or modification not authorized by Lightnet SA in writing;
 - h. Usage of LED products not taken into account the application instructions concerning potential pollution (VOIC) or cleaning instructions or specifications supplied by Customer to Lightnet SA.
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 Standard Warranty, read together with the provisions on warranty in the 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 Lightnet SA 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 Lightnet SA expressly disclaims. Customer shall not rely on any other information, from Lightnet SA or other sources, or generally known (industry) facts, regarding the Products or their performance and/or lifetime. The sole and exclusive remedy for Customer in connection with any Defect will only be as explicitly stated in this Standard Warranty.
11. Lightnet SA may modify this Standard Warranty from time to time, and any modifications will be effective for all orders placed on or after the effective date of such modification.
12. The Warranty Period stated in section 1, is based on a number of burning hours of max 4,000 hrs/year. Lightnet SA will have no obligations under this Warranty Policy if the alleged Defect is found to have occurred as a result of a failure of an electronic component (power supplies, control units, ballast units, LED modules) provided that the failure rate of such component is below 0.2% per 1000 operating hours.

Table 1

Product Category	Warranty	Special Conditions
Downlights DLV-R 3 to 6 Inch DLV-R Gimbal DLV-R Scoop DLH 6 DLH7	5 Year 5 year 5 Year 5 Year 5 Year	At a maximum burning time of 4000 hours per year. Not exceeding T/A of 35°C Note: The T/A, for recessed luminaires is in the ceiling, not the ambient temperature of the room. LED modules provided that the failure rate of such components is below 0,2% per 1000 operating hours.
Spotlights Signature Series Linq Series Wynn Series Aria	5 Year 5 year 5 Year 5 Year	
Recessed Luminaires Trafalgar Soho-1 and Soho-2 Eos Panel (Backlit) Cosmo Panel	5 Year 5 Year 5 Year 3 Year	
Bulkheads Saturn with DC PCB & Driver Titan with DC PCB & Driver Cathic Bulkhead	5 Year 5 Year 3 Year	
Industrial Luminaires Sky-2- Line Hi Bay – Linear Encore Lightnet Lowbay	5 Year 5 Year 5 Year 5 Year	
Corrosion Proof Marea Marea (Industrial)	5 Year 5 Year	

Linear Luminaires		
Linear with PCB	5 Year	
Linear with Flex Strip	3 Year	
Floodlights		
Larvic	5 Year	
Ailana Area Light	5 Year	

Product Category	Warranty	Special Conditions
Emergency Luminaires Batteries	2 Years 1 Year	Batteries to be discharged every 3 months.
Flex Strip Astro-Flex	3 Year 3 Year	Subject to being mounted on heat dissipating material such as aluminium or mild steel
Third Party Luminaires	As per Supplier Warranty and T's & C's	Subject to the manufacturer or suppliers specifications
We reserve the right to amend or change details without prior notification. E&OE		