

5-YEAR WARRANTY FOR IQ LIGHTING PRODUCTS – TERMS AND CONDITIONS

1. General Terms and Conditions

1.1

IQ Lighting (hereinafter referred to as "manufacturer") offers a 5-year warranty to buyers of its products, subject to the conditions set out below.

This warranty is valid only in European Union (EU) and European Free Trade Association (EFTA) member countries and applies only to customers who originally acquired and started using the product in a EU or EFTA member country.

The 5-year warranty covers malfunctions of IQ Lighting products (hereinafter referred to as "products") resulting from defects in the materials used and faults in IQ Lighting's manufacturing process, provided that the Product is installed and used in accordance with the manufacturer instructions and under the conditions set out below.

1.2 We warrant that all products sold under the IQ Lighting brand name are free from defects, manufacturing faults and/or defects in terms of quality under normal conditions of use for a warranty period of five years. The warranty shall take effect from the date of delivery of the goods to the buyer.

2. Warranty scope

2.1

The 5-year warranty applies under the following conditions:

- The product is used in accordance with the product and use specifications (as stated on the product data sheet or catalogue data sheet) and for the purposes for which it was designed;
- The product has been installed and set up by a duly authorized person in accordance with the manufacturer installation instructions;
- Maintenance work on the product has been carried out by a duly authorized person in accordance with the manufacturer instructions.
- Services such as software upgrades or feature extensions have been provided exclusively by the manufacturer or by a third party appointed for this purpose by the manufacturer;
- Temperature, voltage and humidity have never exceeded the limit values:
- For the 230 V voltage range in Europe, the electrical installation must not be subject to voltage fluctuations greater than 230 V +/- 10%.
- For the 110 V voltage range in US and Canada, the electrical installation must not be subject to voltage fluctuations greater than 110 V +/- 10%.
- Temperature range of where the product is used must be 25 °C +/- 5 °C unless a different value is specified on the product.
 - Relative humidity must never exceed 80 %; if a value is indicated on the product, the IP must not exceed the IP value indicated;
 - The product has not been subjected to any unintended mechanical and/or chemical stressors;
 - The customer has duly paid for the product in accordance with the terms of payment of the relevant sales contract;
 - The warranty does not exceed 50,000 hours (L80, B10) unless stated otherwise in the product documentation.

The warranty shall immediately be rendered null and void if modifications or repairs are made by the customer or third party without prior written permission of IQ Lighting.

2.2

The 5-year warranty shall not cover:

- any additional costs arising from any work required to repair the defect, such as the cost of installing and removing the product, transporting the defective and repaired or new product, removal, time of travel, lifting equipment or installing scaffolding, software re-installation or updates, or any similar costs. These costs shall be charged to the customer;
- normal wear and tear of goods (light bulbs etc.), software malfunctions, bugs, viruses and similar;
- electronic components (module batteries for use in emergencies, etc.), products marketed as merchandise by IQ Lighting d.o.o. (including actuators sold separately), and lighting by other manufacturers or lighting control systems. These goods are covered by the supplier's warranty;
- mechanic damage and defects caused by the buyer or third parties;
- any damage caused during transport, unless otherwise stated in the contract;
- damage and defects that are caused by a natural disaster or force majeure (lightning, earthquake, fire, flood, etc.) and cannot be attributed to a fault in the Product manufacturing process;
- damage and defects caused by inadequate voltage of the mains (e.g. electric shock etc.);
- if the product has been subjected to electrical and/or mechanical and/or chemical stressors that are not compatible with normal use;
- special manufacturing orders for electrical components specified and given by the customer, unless otherwise specified in the contract;
- setting or parameter adjustment for equipment changed due to wear or dirt;
- deviations of product from the images or information in our catalogues or other sales documents.

Additional information on LED products

- For controllers or components such as LED modules, the average nominal failure rate is 0.2%/1,000 hours of operation, unless explicitly stated otherwise. The reduction of luminous flux for LED modules is up to 0,4 % per 1000 hours and pixel shift over the lifetime of LED modules is considered as a state of the technology and consequently not covered by the warranty. The luminous flux and efficiency of new LED modules are subject to a $\pm 10\%$ tolerance. If LED modules are replaced, the illumination characteristics may differ from the original product due to technical progress and changes in the luminous flux and color of the products caused by use.
- For products using light dimming and dispersion covers, seals for additional IP protection and similar products that cover LED modules, color temperature variations at outlet are possible within a tolerance of $\pm 20\%$. Manufacturer warranty does not cover color tolerance of LED modules due to such changes.
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2.3

Extended warranty:

An extended warranty, which includes deinstallation and reinstallation costs for the first 5 years, is available if you conclude an additional maintenance contract. For further information, please contact your customer manager. The warranty shall terminate immediately if the customer or a third party modifies, repairs, services or remedies product defects without prior written consent of the giver of the warranty.

3. Submitting claims

Warranty claims - complaints are submitted by the buyer by filling in a CLAIMS FORM, which can be downloaded at www.iql.si. The claims will be processed as quickly as possible. If the products are returned for checking purposes, the costs shall be borne by the buyer. Warranty claims - complaints can be made in accordance with the terms and conditions of the 5-year warranty and IQ Lighting General Terms and Conditions.

4. Fulfilment of warranty obligations

4.1

IQ Lighting provides this 5-year warranty for all products bearing the IQ Lighting brand. The warranty covers only product defects that are caused by proven defects in terms of quality, design or manufacturing and exceed the average rated defect rate.

4.2

The customer shall not be entitled to any claim under this manufacturer warranty if the customer fails to notify the giver of the warranty or IQ Lighting in the country in which the customer originally acquired and began using the product of the warranty claim within 30 days after discovering the defect, in writing and accompanied by a copy of the relevant sales contract or invoice and appropriate evidence of the defect. If warranty is claimed after checking the product, the giver of the warranty can decide whether to repair the faulty product, supply an equivalent product free of charge or offer a price reduction. This warranty shall not apply to product defects that have already been remedied by replacement, repair or price reduction under warranty.

Upon fulfilment of the warranty claim, the warranty period shall not start anew.

4.3

The manufacturer shall be free to decide, at its sole discretion, whether to repair or replace the product covered by the warranty with a product of the same type or an equivalent product (taking into account any technological progress made since the original product was issued) or to refund the purchase price. The buyer must demonstrate compliance with the conditions set out in clause 2.1.

4.4

Any replacement products or parts may contain new or recycled materials that are equivalent to new products or parts in terms of performance and reliability. The dimensions and design of the replacement product may differ from the original product. "Recycled materials" are parts or products that are used or refurbished and not new. Although such parts or products are not new, their performance and reliability after refurbishment or repair are the same as for new products. Functionality of any replacement product or part shall be equivalent to that of the product or part to be replaced. Replacement products or parts shall not exhibit any defect in materials or manufacturing fault for the remainder of the applicable warranty period of the product to be replaced or the product into which they are to be installed.

4.5

If the claim has not been substantiated as manufacturer fault, the total costs of the intervention (transport, travel and inspection time) shall be borne by the customer.

5. Final provisions

5.1

For matters not covered by this warranty, IQ Lighting General Terms and Conditions in force at the time the warranty was issued shall apply.

5.2

By submitting the Claims Form referred to in clause 3.0, the buyer confirms having read the IQ Lighting General Terms and Conditions and agrees to all of the above provisions without reservation.

5.3

IQ Lighting d.o.o. assumes no liability outside the scope of this warranty. In particular, it shall not be held liable under this warranty for any indirect, special or consequential damages or for any financial loss whatsoever, including loss of actual or anticipated profits, interest, income, anticipated savings or anticipated business, damage to reputation or any damage suffered by third parties.

5.4

Liability under this warranty shall be limited to the purchase price of the product in question. It is subordinate to liabilities arising from other legal grounds. Eligibility for additional services or payments or any services or payments exceeding the actual value of the damage, is not specified in this warranty.

5.5

This contract shall be governed by the laws of the Republic of Slovenia, without regard to its conflict of laws rules, unless stated otherwise in this contract. The provisions of the United Nations Convention on Contracts for the International Sale of Goods do not apply. Any disputes arising from this warranty shall be resolved by the Trebnje District Court.

In Rakovnik, January 1, 2021

Damjan Zupančič, CEO

