

Chroma Lighting/Light Logistics 10 year product warranty



1- Chroma Lighting NI Ltd ("**Chroma**") guarantees that products supplied by Chroma ("**Products**") are free from manufacturing and/or material defects, provided the same are used in compliance with their intended use, for a period of ten years from the invoice date.

2- This warranty ("**Warranty**") is given by Chroma to your company ("**Customer**") on the standard Products made subject of the supply, shown in its catalogues. This warranty will be administered by specialist lighting service provider Light Logistics NI Ltd. ("**Light Logistics**").

3- The Warranty will be activated only if the Customer registers the details of the place of installation of the Product and the invoice and order details on the website www.lightlogistics.net within 60 days from the invoice date.

Should the activation procedure not be completed, the warranty shown in the relevant manufacturer's catalogues will apply.

4- The Warranty shall only be valid provided:

a- The Products are used in compliance with the Products specifications and user's instructions (technical specifications).

b- The Product is installed and assembled by specialised technical staff in compliance with the instructions accompanying the Product.

c- The Customer can provide the current Electrical Installation Certification, current Electrical Installation Condition Report and Periodic Inspection report to ensure that the defect has not been caused by the electrical installation.

d- Temperature and voltage limit values are not exceeded and the Product is not subjected to mechanical loads which do not comply with its intended use.

e- For Products installed outdoors:

- Maximum night temperature should not exceed 40°C.

- Minimum night temperature should not be under minus 20° C (- 20° C), unless otherwise specified by technical documentation;

- Maximum day temperature should not exceed 60°C when the Products are off.

- The Products must be switched on/off every day, with an average annual utilisation of 4.400 hours and used in compliance with the technical specifications and installation instructions. - The Products must be switched on no earlier than 30 minutes after sunset.

f- Maintenance works are carried out on the Product only by specialised technical staff in compliance with any instructions accompanying the Product and no modifications/repairs are carried out on the Product without written authorisation or not complying with the accompanying instructions.

g- The Customer has previously carried out all first-level interventions as described by the instruction manual accompanying the Product.

h- The defective Product is stored by the Customer in its state as is (including the light source where applicable) for the time required by Light Logistics (NI) Ltd to carry out the necessary checks on the defects/faults claimed.

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i- As regards the power-supply components and Products with LEDs, the 10-year Warranty covers no more than 22.000/hours of use (i.e. 12 hours of operation every day): within such limits the Warranty shall be valid for defects exceeding the nominal defect rate of 0.2%/1000 hours of use, unless otherwise stated by the technical specifications relevant to the Product, components and use.

j- The defect - after describing and giving proof of the same – has been reported in writing by the Customer to Light Logistics within sixty (60) days from its discovery subject to forfeiture.

k- The Customer has duly paid the Product in accordance with the payment terms of the relevant sales contract.

l- The Products supplied are installed in: UK or Europe.

5- The Warranty does not cover:

a- Product defects caused by unforeseen and unforeseeable events, i.e. accidental circumstances and/or force majeure (including electric shocks, lightning) that cannot be ascribed to a defective manufacturing process of the Product.

b- Defects caused by power disturbances (surges) of range or duration superior to:

5.b.1) For external pole-mounted Products with Optismart optic LED - 6000 V between conductor and conductor (differential mode) - 6000 V between conductor and body (common mode)

5.b.2) For outdoor Products - 4000 V between conductor and conductor (differential mode) - 4000 V between conductor and body (common mode)

5.b.3) For all other Products not indicated by points 5.b.1) and 5.b.2) - 1000 V between conductor and conductor (differential mode) - 2000 V between conductor and body (common mode) In accordance with IEC 61000-4-5:2005-11.

c- Products in class III if they are used with an electronic power unit and driver different to those indicated by the manufacturer's catalogues.

6- Should the Product be affected by defects covered by this Warranty and provided the terms set forth by paragraphs 3 and 4 above are met, Chroma Lighting shall be free to decide at its sole discretion whether to repair and/or replace the Product with the same or a similar product - subject to any technological progress that has occurred as from the release of the original Product.

7- The Warranty shall *not* cover:

a- Any extra costs resulting from any work required to repair the defect (e.g. costs incurred to assemble/disassemble the Product or to transport the defective/repaired/new Product as well as expenses incurred for disposal, allowances, travel, lifting devices and scaffolding). Said costs shall be charged to the Customer.

b- Any parts subject to wear and tear, such as light sources (LEDs excluded), batteries, mechanical parts subject to wear and tear, fans used for active heat dissipation in products with LED sources; as well as software defects, bugs or viruses.

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8 Outdoor products are produced by Chroma's manufacturers with innovative manufacturing processes that ensure high quality in terms of resistance to corrosion, abrasion and flaking. Said products are covered by this Warranty provided defects, if any, affect the structural/mechanical safety thereof and are caused by a defective product manufacturing process.

The Warranty does not cover paintwork defects caused by contact with ground, chemical substances, fertilizers, water containing corrosive agents and stray electrical currents.

9- This Warranty does not apply to Light Management Systems.

A 5-year warranty may however be given on such Systems following Light Logistics' assessment of the lighting project and installation.

10- Subject to correct activation of the same, this Warranty constitutes the sole and exclusive form of guarantee on the Product offered by Chroma to the Customer in express derogation of any other right, whether express and/or implied, to which the Customer may be entitled to by law, who accordingly waives all and any rights set forth by law, as well as any other warranties provided by Chroma.

11- The Customer shall have no further claims upon Chroma or Light Logistics as regards the defective Product. In particular, the Customer may not claim from Chroma or Light Logistics any expenses incurred for the storage of the defective/faulty Product nor any other costs and/or damages. Nor may the Customer request and/or claim any payment extensions, price reductions or termination of the supply contract.

12- The above terms and conditions are intended as subject to and interpreted in accordance with the laws of UK. The court having jurisdiction in the case of disputes involving the above terms and conditions and, in any case, the interpretation and/or execution of such terms and conditions shall be exclusively the court in UK having jurisdiction at the place where Chroma Lighting and Light Logistics have their registered offices.