

5 YEAR LED PRODUCT WARRANTY

Apollo Lighting Ltd ("Apollo") guarantees that Apollo LED branded product ("Product") are free from manufacturing and/or material defects, as long as they are used in compliance with their intended use, for a period of 5 years from the invoice date.

The warranty ("Warranty") is given by Apollo to your company ("Customer") on the Apollo LED branded Products included in its catalogues.

The Customer agrees and acknowledges that:

- a) Lumen depreciation is to be expected and the warranty only applies to products failing to achieve the life (L, F & B) values stated at the time of manufacture.
- b) Apollo Lighting reserves the right to visit site and inspect installed products prior to undertaking any warranty work.
- c) Apollo Lighting does not warrant that the product is fit for any particular purpose.
- d) The warranty is offered exclusively to the original purchaser of the product.
- e) A claim must be notified to Apollo Lighting Ltd, in writing, within 7 working days of the manifestation of a perceived fault and the purchaser makes no further use of the product.
- f) The warranty will be void immediately if the Customer or third party makes changes to the product or attempts their own repair without written authorisation.
- g) A replacement product may not be identical or use the exact components due to generation and technical advances.
- h) A replacement product may affect the continuity of a lighting scheme.

The Warranty shall only be effective subject to the following conditions:

- a) The Product is used in compliance with the relevant specifications on the Product and the relevant use (technical specifications).
- b) Any installation and/or assembly work is carried out by specialised technical staff on the Product in compliance with the instructions accompanying the Product.
- c) 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.
- d) The products are not installed or enclosed in an insulating material, unless permitted by product specification.
- e) The Product is maintained by specialised technical staff in compliance with any instructions accompanying the Product.
- f) The Customer has previously carried out all first-level interventions.
- g) The defective Product is stored by the Customer in its defective state (light source included) for the time required by Apollo to carry out the necessary checks on the reported defects/faults.

- h) The Warranty shall be valid for defects higher than the nominal defect rate of 0.2%/1000 hours of use, except as otherwise stated in the technical specifications on the Product and its components and use.
- i) The Customer shall submit to Apollo details of the purchase agreement or the corresponding invoice.
- j) The Customer has duly paid for the Product in compliance with the payment terms agreed in the sales agreement.
- k) The Products supplied are installed in Europe.

The Warranty does not cover:

- a) Product defects due to 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:
1000 V between conductor and conductor (line and neutral)
2000 V between conductor and ground (line/neutral to earth)
In accordance with IEC 61000-4-5:2017
- c) Should the Product be affected by defects covered by this Warranty and as long as the conditions under paragraphs 4 and 5 above are met, Apollo shall be free to decide in its absolute discretion whether to repair and/or replace the Product with the same or an equivalent product subject to the technological progress that has taken place from the release of the original Product.

The Warranty shall not cover:

- a) All extra costs resulting from any work needed 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) All parts subject to wear and tear, such as light sources, batteries, mechanical parts, fans used for active heat dissipation in products with LED sources; as well as software defects, bugs or viruses.
- c) Products 'factored' from other OEM manufacturers via Apollo Lighting under the OEM brand label.

This Warranty does not apply to Light Management Systems. A 5 year warranty can nevertheless be given on said Systems following Apollo's assessment of the lighting scheme and the relevant installation.

If duly enabled, this Warranty constitutes the sole and exclusive form of guarantee on the LED Product offered by Apollo to the Customer and expressly derogates from any other right, whether express and/or implied, acknowledged by the law to the Customer, who renounces said right in the broadest manner allowed by the law as well as any other warranties given by Apollo.

The Customer shall claim no further rights from Apollo in relation to the defective LED Product. In particular, the Customer may not claim from Apollo any expenses incurred in storing the defective/faulty LED Product nor any other costs and/or compensation. Moreover the Customer shall not request and/or claim any payment extensions, price reductions or the termination of the supply contract.