

WARRANTY POLICY- for Feilo Sylvania Luminaires

1. Scope and Duration

This product warranty applies to Feilo Sylvania professional and consumer integrated LED luminaires (the “**LED Products**”) and Feilo Sylvania professional and consumer non LED luminaires (the “**Non LED Products**”) (the LED Products and the Non LED Products together the “**Product(s)**”) sold by the Feilo Sylvania Group (“**Feilo Sylvania**”) in Europe and the United Arab Emirates, directly or indirectly to a customer (the “**Customer**”) under the brands “**Sylvania**”, “**Lumiance**” and “**Concord**”, subject to the terms and conditions herein.

2. Feilo Sylvania Luminaires Warranty

Feilo Sylvania warrants that each Product will be free from defects in material and workmanship during the warranty period subject to the terms and conditions set forth herein in more detail.

The warranty period starts on the date of invoice issued to the Customer and lasts for a period specified in article 2(a) and 2(b) below.

The Warranty only applies to the Products subject to the following cumulative conditions:

- The Product was purchased on or after 1 October 2016;
- the Product has been used in accordance with the given Product and application specifications (data sheets) and has been installed and put into service in a professional manner (according to the installation instructions enclosed with the Product or available on www.feilosylvania.com or upon request from Feilo Sylvania);
- temperature and voltage limits must not be exceeded;
- the Product must not be exposed to any mechanical stresses and strains that are not in accordance with its intended purpose and/or chemical environment;
- the Customer has duly paid for the Product in compliance with the payment terms agreed in the sales agreement;
- the defect, once it has been duly specified and its nature and scale have been duly shown by the Customer, is reported in writing to Feilo Sylvania within thirty (30) days from its discovery;
- the Product must not have been modified or altered;
- the Product has been installed by a professional qualified installer; and
- the Product has been installed with a compatible control system where applicable.

(a) **LED Products**

The Warranty for LED Products only covers LED Product failures that are caused by proven defects in material and workmanship and that exceed the nominal failure rate as mentioned below.

Subject to a maximum warranty period of 5 years, the Warranty shall be for a 1 year period for each 10,000 hours of predicted lifetime of the LED Product where the nominal failure rate for LED Products with a predicted lifetime of 50,000 hours is 0.2%/1,000 hours of operation¹, unless the warranty period, predicted lifetime, nominal failure rate of the LED Product are otherwise defined in the LED Product and usage specifications (particularly according to the datasheet, LED Product brochure and other relevant documentation).

A reduction of 0.6%/1,000 hours of operation² of the LED Products with a predicted lifetime of 50,000 hours in the value of luminous flux is permissible and will not be covered by the Warranty.

¹ The nominal failure rate is adjusted pro-rata depending on the predicted life time of the LED Product for example, 0.17%/1,000 hours operation for 60,000 hours predicted lifetime LED Products, 0.25%/1,000 hours operation for 40,000 hours predicted lifetime LED Products, 0.33%/1,000 hrs operation for 30,000 hours predicted lifetime LED Products and 0.5%/1,000 hours for 20,000 hours predicted lifetime LED Products

² The reduction is adjusted pro-rata depending on the predicted life time of the LED Product for example, 0.5%/1,000 hours operation for 60,000 hours predicted lifetime LED, 0.75%/1,000 hours operation for 40,000 hours predicted lifetime LED Products, 1%/1,000 operation for 30,000 hours predicted lifetime LED Products and 1.5%/1,000 hours operation for 20,000 hours predicted lifetime LED Products.

The luminous flux and performance of all the LED Products are subject to a tolerance of $\pm 10\%$.

Notwithstanding the above, the warranty period for batteries included in the LED Products is for 1 year.

(b) Non LED Products

The Warranty for Non LED Products only covers failures that are caused by proven defects in material and workmanship. The warranty period for the Non LED Products is for a period of 2 years. Notwithstanding this, the warranty period for batteries included in the Non LED Products is for 1 year.

For Non LED Products that are supplied as a kit together with a conventional or retrofit LED lamp(s), the specific lamp warranty will only apply to the lamp and this Warranty shall only apply to the Non LED Product.

3. How to make a warranty claim

To make a warranty claim, the Customer shall notify and return the defective Product to its local Feilo Sylvania office. All claims must be made in writing by email to the Customer's local Feilo Sylvania office within 30 days after discovery.

The Customer will be required to provide a documented record of the installation date, and installation location of the Product and the claimed failure. Furthermore, receipt, invoice or other proof of purchase will be requested to accredit the Product purchase and date.

Feilo Sylvania reserves and has the right to examine the Product to determine the cause of failure and patterns of usage. If, for any reason, the defective Product cannot be returned, Feilo Sylvania may require that one of its representatives be given access to the installation in order to, carry out the necessary quality inspections to determine the claimed failure cause. Alternatively, and in order to help Feilo Sylvania determine whether the Warranty applies, Feilo Sylvania reserves the right to request that its Customer provide their incident log book showing proven defects on the basis of which they wish the Warranty to apply or any other elements that would support their warranty claim.

If the above mentioned documents, information and access provided by the Customer are not sufficient to enable Feilo Sylvania to confirm the validity of the warranty claim, Feilo Sylvania reserves the right to ask the Customer to provide additional documents, information and access or anything else as may be required by Feilo Sylvania.

4. Implementation of the warranty

Where a warranty claim is justified:

- Feilo Sylvania will, at its discretion, repair or replace ONLY the defective Product or reimburse the Customer the Product purchase price.
- The replacement Product will offer the same specifications as the original Product wherever possible. In case the defective Product is no longer available in Feilo Sylvania's portfolio, it will be replaced by the most similar product. Replaced Products or replaced parts of the Product shall be covered under the initial Warranty for the remainder of the applicable warranty period for the Product that is replaced.
- Feilo Sylvania will bear all reasonable expenses for the transportation or freight for the return of the defective Product and shipment of the replacement Product.
- However Feilo Sylvania will not bear any other additional costs. For the avoidance of doubt, Feilo Sylvania will not bear any costs incurred by the removal of the defective Product and reinstallation of the repaired or replacement Product (or any labour costs).

Where a claim is not justified under this Warranty policy Feilo Sylvania may charge the Customer for testing and handling (including transportation and site visits) costs associated with Products that are not found to be defective.

5. Exclusions

This Warranty does NOT cover the following:

- Defective Product caused by modifications, alterations, drop, abuse, misuse, abnormal use or acts of God.
- Costs or expenses made for removal or re-installation of the Products.
- Sample Products.
- Failure caused by fire, flood or lightning strike of the installation.
- Consequential damages (such as but not limited to loss of revenue/profits or damage to property).
- All parts subject to wear and tear, such as mechanical parts and fans used for active heat dissipation in products with LED sources.
- Software defects, bugs or viruses.

No implied or other warranties

With respect to products sold to the Customer but not bearing Feilo Sylvania's name or brands, Feilo Sylvania makes no warranty of any kind, whether express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Customer, upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

The warranties and remedies contained in this Warranty are the only warranties given by Feilo Sylvania with respect to the Product and are given in lieu of all other warranties, whether express or implied.

6. Miscellaneous

This Warranty policy is effective as of the 1 October 2016 and replaces any former warranty policy for Feilo Sylvania luminaires.

If any provision of this Warranty policy is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Warranty policy and the remainder of the provision in question shall not be affected.

Any dispute or claim arising out of or in connection with this Warranty policy shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.