

7-YEAR WARRANTY CONDITIONS

FOR THE INTRA LIGHTING PRODUCT

1. General terms

1.1

The company Intra Lighting (hereinafter also: Manufacturer) offers a 7-year warranty to the buyers of its products under conditions set out hereafter. The 7-year warranty applies to the functional defects of the Intra Lighting products sold under the brand name "Intra Lighting" (hereinafter: Products) resulting from the defectiveness of the material being used or irregularities in the Intra Lighting production process, provided that the Product is mounted and used in accordance with the Manufacturer's installation instructions and requirements set out hereafter. The Manufacturer's 7-year warranty does not apply to luminaires, light management systems or other products of other manufacturers sold by Intra Lighting. In case the buyer is in doubt whether a product in question is »Intra Lighting« branded or a product of other manufacturers, it is invited to contact the Manufacturer by email (in line with Article 11 of the Manufacturer's General Terms & Conditions available at <https://www.intra-lighting.com/terms-and-conditions>) and clarify this with the Manufacturer directly.

1.2

In line with the previous paragraph, the Manufacturer guarantees that any Product sold under the brand name "Intra Lighting" is free of malfunctions and production and/or material defects under normal conditions of use for a warranty period of 7 (seven) years, starting from the invoice or delivery note date – whichever is issued earlier. This 7-year warranty policy applies to the Intra Lighting Products, purchased from 02nd April 2018 on.

1.3

These 7-year warranty conditions do not constitute a guarantee in terms of the Slovene Consumer Protection Act and the Slovene Obligations Code. These 7-Year warranty conditions determine the contractual regime of Intra Lighting's warranty for material defects of Products sold under the brand name "Intra Lighting" – as stipulated in Article 1.3 here-above. This 7-year warranty applies only to the first buyer of the Products – in case of eventual resale it is not transferred to any subsequent buyers (whereas, for the avoidance of doubt, in case of indirect sales through the Manufacturer's subsidiaries, the first buyer is not the subsidiary itself, but the buyer purchasing the Product from it). If the Products are sold to the buyer by the Manufacturer's subsidiary or its branch office, then any buyer's claims under this 7-year warranty shall be made to the respective subsidiary or branch office, and not directly to the Manufacturer.

2. Scope of Warranty

2.1

The 7-year warranty shall apply under the following conditions:

- The Product is used in accordance with the Product and usage specifications (indicated on the datasheet or Product brochure) for the purposes for which it was designed.
- The Product has been installed and put in operation in accordance with the Manufacturer's installation instructions.
- The maintenance services on the Product have been conducted in accordance with the Manufacturer's installation instructions.
- The temperature, voltage and humidity have never exceeded the limit values.
 - o 230V electrical installations in Europe shall not be subject to the variation in voltage greater than 230V +/-10%.
 - o 110 V electrical installations in the US and Canada shall not be subject to the variation in voltage greater than 110V +/- 10%.
 - o Temperature range where the Product is used shall be 25°C +/- 5°C unless otherwise specified on the Product documentation.
 - o Relative humidity shall not exceed 80%, and if a certain IP value is provided on the Product, it shall not be exceeded. All the products are for internal usage, unless otherwise specified.
- The buyer has duly paid the Product in accordance with the payment terms of the relevant sales contract.
- Product usage does not exceed 50.000 hours (L80, B10) unless otherwise specified on the Product documentation.

The warranty expires immediately if the buyer or third parties make or perform any changes or repairs, without the prior written approval from Intra Lighting.

2.2

The 7-year warranty does not cover:

- Any extra costs resulting from any extra work required to repair the defect, such as the costs of the installation and removal of the Product, the transport of the defective and repaired or new Product, disposal, travel and transit time, lifting equipment and scaffolding, software reinstallations and updates or any other similar expenses. These costs shall be charged to the buyer.
- Normal wear and tear and worn items, software defects, bugs, viruses and similar.
- Electronic components (batteries of emergency modules etc.), products which Intra Lighting markets as merchandise (also separately sold drivers) as well as luminaries of other manufacturers or Light Management Systems – as stipulated in Article 1.1 here-above. For those items only the statutory seller's warranty applies.
- Mechanical damage and faults caused by the buyer's or third party's incorrect handling and installation of the Product.
- Any damages caused by transportation..
- Damage and faults caused by natural disasters or force majeure (lightning, earthquake, fire, floods etc.), that cannot be ascribed to a defective manufacturing process of the Product.
- Damage and faults caused by the incorrect electrical voltage (for example, electrical stroke and similar);
- If the Product has been subjected to the electrical loads and/or mechanical and/or chemical stresses that are inconsistent with its normal use.
- Special production orders for electrical components specified and submitted by the buyer, unless otherwise agreed in the contract.
- Settings or parameter adjustments to equipment which has changed due to wear, fatigue or dirt.
- Deviations of the Product from illustrations or data in our catalogues or other sales documents.
- Plastic parts (e.g. made of polycarbonate) to the extent they discolour or embrittle due to the natural ageing process.
- Minor surface irregularities or damages that are permissible according to internal production standards

Additional information on LED Products:

In the case of controllers or components such as LED modules, the mean nominal failure rate is 0.2% / 1.000 hours of operation, unless expressly indicated otherwise. A decreasing of luminous flux in the case of the LED modules is up to 0,4 % every 1.000 hours and a colour point shift over the service life of LED modules shall be considered as the state of technology and thus not covered by the warranty. The luminous flux and performance of new LED modules are subject to a tolerance of $\pm 10\%$. In the case that LED modules are replaced, lighting properties may vary from the original Product due to technical progress and usage-induced change in the luminous flux and light colour of Products.

3. Conditions for establishing a claim

3.1

In case of a complaint, the form available at: <https://www.intra-lighting.com/Complaint-form> shall be filled in, in order to obtain all the necessary information. The Manufacturer shall except only and exclusively complaints raised via this online form.

3.2

We reserve the right to be allowed a reasonable period of time to check the Products. The buyer shall bear the costs in the event that the Products must be sent back to us for checking purposes. A complaint may be raised and will be processed in accordance with these 7-year warranty conditions and with the Manufacturer's General Terms & Conditions.

4. Fulfilment of warranty obligations

4.1

This 7-year warranty is given by Intra Lighting, for all Products marked with Intra Lighting trademark - as stipulated in Article 1.1 here-above. The warranty exclusively covers Product failures that are caused by proven material, design or manufacturing flaws and exceed the mean nominal failure rate. The notification shall be inserted in the online complaint form (in line with Article 3.1 here-above) with corresponding proof of the defect that has appeared.

4.2

Regarding Products, for which the warranty is given, the Manufacturer shall be free to decide at its sole discretion whether to repair or replace the Product with the same type or equivalent Product (subject to any technological progress that has occurred as from the release of the original product), or to refund the purchase price. After the warranty has been fulfilled, the warranty period does not start to run again. The compliance with conditions set in Article 2 here-above shall be proved by the buyer.

4.3

All replacement Products or parts may contain new materials whose performance and reliability are equivalent to new Products or parts. The dimensions and design may deviate from the original Product or part. The functionality of all replacement Products or parts is equivalent to that of the Product being replaced. The replaced Products or parts shall not exhibit any material or manufacturing defects in the applicable warranty period.

4.4

In the case that the warranty claim was not justified (as the Manufacturer was not liable for the alleged defect), the total cost of the intervention (transport, travel, inspection time) will be charged to the buyer.

5. Final provisions

5.1

Regarding the issues that are not dealt by these 7-year warranty conditions, the Manufacturer's General Terms & Conditions shall apply - the version which was in force at the time when the warranty was issued.

5.2

With the filing of the complaint form from Article 3.1 here-above, the buyer additionally confirms that he or she is familiar with the Manufacturer's General Terms & Conditions (available at <https://www.intra-lighting.com/terms-and-conditions>), and agrees without reservation, to their application.

5.3

We shall not assume any liability extending beyond this warranty. In particular, under this warranty, we shall not assume liability for any indirect, special or consequential damage, or for any financial loss including the loss of actual or expected profits, interest, earnings, expected savings or expected business, damage to goodwill, or damage of any kind incurred by third parties.

5.4

Liability from this warranty shall be capped at the purchase price of the Products affected. Entitlement to additional services or payments, or any services and payments exceeding the actual value of the damage, may not be derived from this warranty.

5.5

Unless otherwise specified in this contract, this contract is governed by the Law of the Republic of Slovenia, without regard to its conflict of law principles. The provisions of the UN Convention on Contracts for the International Sale of Goods shall not apply. Any disputes arising out of or in connection with these 7-year warranty conditions shall be finally settled by a court territorially competent for the Manufacturer's registered office (whereas, if the Products have been sold to the buyer by the Manufacturer's subsidiary or its branch office, the disputes shall be settled by a court territorially competent for them).