

## STANDARD CONDITIONS OF SALES & DISCLAIMER

### GUARANTEE:

Except for abuse, misuse, breakages and over and under-voltages, LEDSOLAR Solutions PTY Ltd guarantee goods from the date of collection/delivery against any defect in workmanship or material for the period as indicated according to the following terms & conditions

### GUARANTEE/WARRANTY CONDITIONS:

#### TERMS AND CONDITIONS:

##### SCOPE:

The carry in guarantee/warranty set forth below is given by LEDSOLAR SOLUTIONS with respect to LEDSOLAR SOLUTIONS LED luminaires AND GL LIGHTING PTY LTD LED luminaires (herein referred to as "Product"), sold by LEDSOLAR SOLUTIONS PTY LTD to its direct Customers (herein referred to as: "Customer") LEDSOLAR SOLUTIONS reserves the right to change the guarantee terms without prior notice. The terms and conditions of Guarantee/Warranty applicable by LEDSOLAR SOLUTIONS shall be those in force at the delivery/collection date of the Products to the customer and only for Products delivered to the nearest Ledsolar Solutions office.

##### COVERAGE:

Ledsolar Solutions guarantees that each Product will be free from defects in materials and workmanship subject to the conditions as stated hereafter during a period of time (as stated on the Ledsolar Solutions quotation or Ledsolar Solutions relevant pricelist), usually stated in number of years (hereinafter referred to as: "Guarantee Period") from the date of delivery to the Customer. Ledsolar Solutions also guarantees the luminous performances of its Products during the guarantee period. This means that during the guarantee period the luminous flux will at least be maintained at a level that corresponds to the L80\* B50 value. This guarantee coverage is granted for Products used in accordance with the technical specifications and instructions of installation, particularly, that the rated ambient temperature (Ta) has, during the Product's operation, not been exceeded. Official photometrical measurements can only be carried out on a properly cleaned luminaire that must be returned by the customer, at its own expense, to Ledsolar Solutions. The costs incurred for the 'comparison' measurement shall be borne by Ledsolar Solutions should the customer's guarantee claim be justified, in the opposite case by the customer. \* e.g. L80 B50 means that a minimum of 80% of the initial luminous flux will be maintained for a period that corresponds at least to the guarantee period for a maximum ambient night-time temperature of e.g. 35°C. The probability ratio B50 indicates that minimum 50 % of the luminaires in a given installation will meet the specified lumen maintenance levels. Due to technical progress and to the change in the luminous flux of Products that is caused by their use, subsequent deliveries of LED light sources may have light properties deviating from those of the original Products. In case of defective Product determined as such by Ledsolar Solutions, Ledsolar Solutions shall repair or replace, at its sole option and free of charge, the defective Product or part thereof (e.g. power supply, optical unit). For purposes of clarity, 'replace the defective part

thereof means that Ledsolar Solutions shall put at the disposal of the customer the replacement part and/or unit. Ledsolar Solutions may also, at its absolute discretion, give a credit to the customer corresponding to the price paid for the defective Product if the Product has been discontinued or is not available or replace The Product with a same or an equivalent Product. Additional costs (e.g. dismantling), freight for defect parts or Products, reinstallation, transportation time, tools for lifting and scaffolding) or other costs coming from a breakdown of installation and/or costs in relation with consequential, special, incidental or pure financial damages such as loss of revenue/profits, damage to property, stoppage of work, idle assets, loss of Production, etc. are not subject to this guarantee and Ledsolar Solutions cannot be held liable for not compensating any person against such a loss or damage which may arise to persons or properties.

#### LIMITATIONS AND EXCLUSIONS:

The customer must demonstrate that any default, defect or damage to the Product or part thereof does not result or is not directly or indirectly caused by any error, default, neglect, abuse, misuse or abnormal use by the customer notably the non-compliance of the following conditions:

- The Product has been properly transported by the Customer using the original packaging;
- The Product has been stored, installed, used and maintained in accordance to Ledsolar Solutions specifications, guidelines, and instructions and where applicable according to IEC or SABS test standards and if used for a purpose which was stipulated by Ledsolar Solutions;
- The Product has been wired and installed and operated within the electrical values, operating range and environmental conditions provided in Ledsolar Solutions specifications, application guidelines, IEC or SABS standards or any other document accompanying the Products;
- The Product has not been subjected to mechanical loads which do not comply with its intended use;
- Ledsolar Solutions cannot be held liable for main electrical supply conditions, including spikes, overvoltage/under-voltage and ripple current control systems that are beyond the specified limits of the Product and those defined by relevant supply or contrary to industry standards relating to acceptable input power, therefore LED drivers and/or power supplies can only be warranted with the use of SABS approved AVR (Automatic Voltage Regulators);
- The Product has not been exposed to ambient temperatures in excess of the maximum value required by Ledsolar Solutions as stated on The Product specifications.
- The Product and/or any part thereof has not been repaired, replaced, adjusted or altered by the customer or any person, without Ledsolar Solutions prior and written authorization;
- The not accessible/sealed parts, e.g. optical compartments, of The Product have not been opened by the customer without Ledsolar Solutions prior and written authorization;
- The Product has not been improperly manipulated and/or put into contact with chemical Products;
- Should the Product be installed in a corrosive environment notably seaside or chemical site and the set IP rating of The Product is not high enough, the customer must inform Ledsolar Solutions which will prescribe

necessary precautions like additional, specific treatment and painting the customer should comply with, including the regular respect of the prescribed maintenance actions during the course of operation

- LED Floodlights mounted horizontally will not be covered under guarantee. Normal vertical installation with max 120 degree angle is covered under guarantee
- The Main Electrical Board that provides power to the circuit breakers for the loads that include the installed LED lighting Products must meet the following requirements:

#### **Electrical Certificate of Compliance (COC)**

The Main Electrical Board must have an Electrical Certificate of Compliance (COC) issued by a qualified electrician, and must not be older than 2 (two) years.

#### **Power Quality**

In the event of a Guarantee Claim, a Power Quality Report must be provided to prove that the power being delivered to the light circuits adhere to both SANS 10142-1:2003 and SANS 61000-3- 2:2009 standards, which set specifications and limitations on the Power Quality Report must show the individual reports (listed below), for a minimum logging duration of 7 (seven) days, using a Data Logger with a resolution of better or equal to 1.0 second. The Power Quality Report must include the full 7 Days, as well as a report for each individual day, on the light circuit in question, for each of the following criteria:

- o Voltage
- o Amps
- o kVA
- o THD (Voltage)
- o 2nd Harmonic (Voltage)
- o 3rd Harmonic (Voltage)
- o 5th Harmonic (Voltage)
- o 7th Harmonic (Voltage)
- o THD (Amps)
- o 2nd Harmonic (Amps)
- o 3rd Harmonic (Amps)
- o 5th Harmonic (Amps)
- o 7th Harmonic (Amps)

**Circuit Breaker and Conductor Cabling** A photo of the light circuit breaker must be provided to verify the rating of the circuit breaker on the lighting circuit. Additionally, a photo of the wiring from the circuit breaker for the light circuit must be provided, along with a letter of confirmation from a qualified electrician on the size and distance of the conductor cabling (wiring) from the circuit breaker to the actual LED lights installed. This is necessary to ascertain if there is any amount of voltage drop from the Electrical Board to the LED lights, as well as identifying the possible effects of Harmonic Distortion being introduced on the lighting circuit because of high cable resistance.

#### LEDSOLAR SOLUTIONS GUARANTEE CONDITIONS DO NOT APPLY TO:

- damage or failure to perform arising as a result of force majeure or from any violation of any applicable standard or regulations, including without limitation those contained in the latest safety, industry and/or electrical standards and regulations applicable to the customer;
- failure in performance, structural defect or functional deficient when Ledsolar Solutions has complied in full with the customer's written briefs, drawings or specifications with subsequently are found to be inadequate, incomplete or defective;
- any acts of nature such as lightning damage or corrosion should the corrosion be the result of external causes or factors (e.g. Chemical Products);
- abrupt failure of less than five percent (5%) of total amount of LED (rounded up to the nearest unit) in a single Product;
- additional control gear;
- parts, elements and/or accessories added to The Product after its delivery;
- normal wear and tear of the Product.

#### NO IMPLIED OR OTHER GUARANTEES:

The guarantee and remedies contained in Ledsolar Solutions warranty conditions are the only warranties given by Ledsolar Solutions in connection with defective or non-conforming Products supplied to the customer and are given in lieu of all other guarantee whether express or implied, including without limitation guarantee of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights which guarantees are hereby disclaimed. In any event, the liability of Ledsolar Solutions for all claims with respect to the guarantee conditions shall not exceed the sum of payments for The Products paid by the customer which are the subject of the dispute. More over the customer shall not request and/or claim any payment extensions, price reductions or the termination of the supply contract if any. No agent, distributor or dealer is authorized to change, modify or extend the terms of guarantee conditions on behalf of Ledsolar Solutions.

#### GUARANTEE CLAIMS:

No Claim will be considered without a copy of the invoice and delivery note the non-conforming or defective Products or parts shall become Ledsolar Solutions property as soon as they have been replaced. Ledsolar Solutions may charge the customer for returned Products or parts that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith. The Product must be shipped to Ledsolar Solutions at the Customer's cost. The applicable units will be tested, and a report will be supplied to the Customer. If the Product failure falls within the guarantee parameters, Ledsolar Solutions will

repair The Product/s and inform the Customer when the Product/s is ready for collection. If Product failure is outside of guarantee parameters (ex. power surge, lightning damage, water damage, etcetera), Ledsolar Solutions will quote for repairs and only after quote is accepted by Customer Ledsolar Solutions will start applicable repairs. The time to repair a Product is dependent on the availability of components and may vary from Product to Product.

- Delivery times where specified will always be estimates. Ledsolar Solutions will endeavour to adhere to such estimated delivery times. Should any delays which are beyond Ledsolar Solutions control take place, Ledsolar Solutions will not be liable for any costs or losses incurred.
- Where goods are not delivered by Ledsolar Solutions to the Customer or not collected from Ledsolar Solutions by the customer but are collected or delivered to an independent carrier or courier, collection or delivery to carrier or courier will be deemed to be to the Customer. Ledsolar Solutions is not responsible for any goods lost or damaged while with independent carrier or courier or in transit between Ledsolar Solutions and Customer.

#### NO IMPLIED OR OTHER GUARANTEES:

The guarantee and remedies contained in Ledsolar Solutions warranty conditions are the only warranties given by Ledsolar Solutions in connection with defective or non-conforming Products supplied to the customer and are given in lieu of all other guarantee whether express or implied, including without limitation guarantee of merchantability, fitness for a particular purpose, or non-infringement of intellectual property rights which guarantees are hereby disclaimed. In any event, the liability of Ledsolar Solutions for all claims with respect to the guarantee conditions shall not exceed the sum of payments for The Products paid by the customer which are the subject of the dispute. More over the customer shall not request and/or claim any payment extensions, price reductions or the termination of the supply contract if any. No agent, distributor or dealer is authorized to change, modify or extend the terms of guarantee conditions on behalf of LED Solar Solutions.

#### GUARANTEE CLAIMS:

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#### WEBSITE DISCLAIMER:

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