

## Shenzhen XSY Lighting LED Luminaire Limited Warranty

Shenzhen XSY Lighting Co., Ltd. (Described below as XSY Lighting), warrants to the original purchaser (Purchasers who buy from XSY Lighting directly) that all LED luminaires produced by XSY Lighting, to be free from manufacturing defects in material and workmanship for a stated warranty period of five (5) years from the shipping date (China factory orders), and invoice date (US warehouse orders).

### The Terms and Conditions

If the product is determined to have failed during the warranty period, XSY Lighting will, in its sole discretion, to take below measures:

- a) Provide the parts of replacement, for example the LED drivers, for repairing;
- b) Replace with the same or a functionally equivalent product;
- c) Refund or credit the purchaser.

When XSY Lighting choosing to send the replacement product, which is not continued, XSY Lighting may, in its sole discretion, replace the product with a comparable product that is functionally equivalent to the product to be replaced.

If product is replaced or repaired, the warranty period does not start over, but the warranty period for the replacement product maintains the period of the original product.

Any refunds or credits issued to the purchaser will be on a prorated basis according to the following calculation:

$$\frac{\text{Invoice price}(\$) \times \text{Remaining Warranty Period}(\text{Months})}{\text{Warranty Period}(\text{Months})}$$

XSY Lighting shall not be responsible for the labor or other costs or expenses to remove, repair or install any defective, repaired or replaced product.

This warranty only applies to luminaires operated less than 12 hours per day and maximum of 4380 hours per year.

### The Warranty is valid only if all following conditions are complied with

- a) Products are used complying with technical specifications;
- b) Products have been installed by qualified personnel and according to mounting instructions, which are included with supplied items;
- c) No modification or change have been accomplished, without prior and written authorization by XSY Lighting;
- d) Faulty product must be kept by customer as it was, in order to allow XSY Lighting to do all necessary analysis and to try and establish the cause of failures.

### The Warranty does not cover

- a) Defects of product caused by unexpected and unpredictable events, such as, by way of non-limiting example, accidental case and/or force major, vandalism acts,

public riots, fires, intense atmospheric phenomenon, and any other event which may exclude connection with production vices;

- b) Products that have been improperly modified, adjusted, or repaired after leaving XSY Lighting's prior and written authorization;
- c) Products that are damaged due to improper installation or connection
- d) Products used in an inappropriate location or in environmental conditions (temperature, humidity, moisture, etc.) outside the normal specified range;
- e) Defects caused by electrical power surges and spikes;

### **The Warranty Procedure**

1. When purchaser wishes to make a claim under this limited Warranty policy, customer needs to send a written notice to the contact sales of XSY Lighting, below information is necessary:
  - a) Product model number or product code;
  - b) Purchase order number;
  - c) Defective quantity, phenomenon description, pictures and/or videos, which can show the issues.
2. After receive the warranty claim, XSY Lighting may request more detail about the application, product installation and any other information, which can help to analysis the cause of defective. If it is covered by this warranty, XSY Lighting, in its sole discretion, to choose the measurement mentioned above, as respond of the claim.
3. If the claimed products were shipped from China factory, the replacement parts or products will be sent from China factory too, together with customer's next shipment;
4. If the claimed products were shipped from US warehouse, the replacement parts or products will be sent from US warehouse. The shipping cost of parts, will be covered by XSY Lighting. If sending the entire luminaire for replacement, the shipping cost should be covered by customer;
5. XSY Lighting reserves the right to inspect the defective products to analysis the cause of failure and patterns of usage. Customer should keep the defective product properly, when it needs to send back, the shipping cost will be covered by XSY Lighting.

XSY Lighting reserves the right to modify this Warranty at any time, and any modifications will be effective for all orders placed on or after the effective date of such revised Warranty. Any legal claims arising from this Limited Warranty shall be subject to the laws and jurisdiction of Shenzhen China.

### **Customer Confirmation:**

Company Name: \_\_\_\_\_

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_