

## Dialight IntelliLED Control Platform – Limited Warranty

### What does this warranty cover?

Dialight warrants solely to the original commercial end user (“**Purchaser**”) of Dialight’s IntelliLED lighting controls system that its component parts (each a “**Component**” and collectively the “**Controls**”) will be free of significant defects in material and workmanship for the periods assigned to them in Appendix 1 below (each an individual “**Warranty Period**”). Each Warranty Period is deemed to commence on the date the respective Component was received by the Purchaser. The interoperability of a controls Component with another controls Component (to the extent that it is still within its Warranty Period) is warranted for six (6) months from its date of receipt by the Purchaser (or, if shorter, the remaining duration of the Warranty Period of such other controls Component).

### This warranty does not cover:

- (1) Components that are subjected to abuse, misuse, neglect, negligence, accident, improper testing or service, improper installation or removal and reinstallation, improper storage, improper handling, improper repair, or use contrary to any written installation or maintenance guides issued by Dialight or made available on Dialight’s website;
- (2) Non-material degradation or wear and tear of Components arising during standard authorized use;
- (3) Components that are subjected to (momentarily or continuously) abnormal physical stress, abnormal environmental conditions, exposure to foreign materials, exposure to chemical attack, exposure to excessive humidity, vibration, impact, extreme temperature, subject to electrical line noise, electric surge, voltage outside range, RF noise or other abnormal electrical stress;
- (4) Components that are reconstructed, repaired or altered by persons other than Dialight or a Dialight authorized representative;
- (5) Components that have been amended, repaired or modified using third party products or components not manufactured or supplied by Dialight;
- (6) Advice or assistance relating to the Components that Dialight provides free of charge as a gesture of goodwill to Purchaser;
- (7) Any defective Components where the defect has arisen as a result of Dialight following Purchaser’s own drawings, specification or instructions;
- (8) Any third-party engineered products or software, attached to or imbedded in, the Controls or Components, inserted into the Controls or Components or added to the Controls or Components such as sensors, detectors, batteries or communication devices. For the avoidance of doubt Dialight makes no representation or warranty with respect to any third-party products or software, which are provided on an “as is” basis”;
- (9) Any operational issues due to the initial installation and commissioning of the Controls;
- (10) Any damage to or malfunction of the Controls or Components (including controls circuitry such as wired or wireless) or lighting network as a result of interference from an external device or system; and
- (11) Any security breach or hacking of the Controls or Components through manual, wired or wireless intrusion or man in the middle attack.

### What will Dialight do to correct the problems?

If, upon the inspection and testing of the returned Components by Dialight, such Components are found to be defective and such defect has not been caused by the reasons set out above, Dialight shall repair, replace or refund (at Dialight’s option) such Components.

### What must Purchaser do to make a valid claim?

- (1) Submit all alleged claims or defects within the Warranty Period for receipt by Dialight as soon as reasonably possible and in any event within thirty (30) days of discovery, in writing and with detail of the same;
- (2) Return (at Purchaser’s own cost and expense) Components with a bill of sale or other evidence showing the date of purchase and identification of the original Purchaser;
- (3) Prepay all of Dialight’s costs and expenses (including risk of loss) for the delivery of all repaired or replaced Components to the Purchaser; and

Compatibility of the Controls is highly dependent on environmental conditions and therefore, in abnormal conditions the Purchaser must undertake a compatibility assessment of their relevant site prior to the installation of the Controls. Purchaser shall also retain and present to Dialight (on request), evidence of compatibility assessment under actual operating conditions.

### Warranty Limitations:

- (1) Timeframes: All repaired Components or replaced Components are warranted for the time remaining in the original Warranty Period of the original Component;
- (2) This warranty does not cover any Dialight proprietary software provided with the Controls, which is covered by the separate software warranty set out in Dialight’s User Software Licence;
- (3) Replacements: Replacement Components will be equivalent in function, but not necessarily identical to the replaced Components;
- (4) No further Liability: Repair, replacement or refund as set forth in this warranty is the sole and exclusive remedy under this warranty or otherwise for Component defects. Once Dialight has replaced, repaired or refunded the defective Component it shall have no further liability to the Purchaser in respect to the defect in that particular Component; and
- (5) **NO ADDITIONAL WARRANTY: EXCEPT FOR THE WARRANTIES CONTAINED HEREIN NEITHER DIALIGHT NOR ANY PERSON ON OUR BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, CONFORMANCE TO DESCRIPTION OR SAMPLE, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT, AND PURCHASER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY DIALIGHT, OR ANY OTHER PERSON ON DIALIGHT’S BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THIS DOCUMENT.**

### What damages can’t you claim for?

**IN NO EVENT SHALL DIALIGHT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES OR FOR ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE, SAVINGS OR PROFITS, ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR OTHERWISE REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT DIALIGHT, A DIALIGHT AUTHORIZED REPRESENTATIVE OR THE PURCHASER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

**THIS LIMITATION OF LIABILITY MAY NOT APPLY TO DAMAGES RELATING TO PERSONAL INJURY OR DEATH OR OTHER LIABILITIES IN JURISDICTIONS WHERE THE SAME MAY NOT BE DISCLAIMED AS A MATTER OF LAW.**

**How I make a claim under this warranty?**

To obtain warranty service, Purchaser must obtain an RMA (Return Material Authorization) number and instructions on how and where to return the Components from your local Dialight Customer Service department. Customers can also email our warranty mailbox at: warranties@dialight.com where you will be provided with further guidance as to the appropriate Dialight representative to contact.

**Please note if there is any conflict or inconsistency between the English language version of this warranty and any translated version (into any language whatsoever), the English language version shall prevail.**

**Appendix 1 – Component Warranty Periods**

<b>Component:</b>	<b>Warranty Period</b>
Wireless/DALI light fixtures	10 years
Wireless/DALI module	10 years
Wireless Gateway device	5 years
Wireless Daylight Harvesting Sensors	5 years
Wireless Occupancy Sensors	5 years
Enterprise Server	2 years