

Warranty and warranty term

Dialight warrants solely to the original commercial end user (**Buyer**) of the Dialight solid state lighting products (listed in the warranty header) (**Original Product**), that the Original Product will be free of significant defects in material and workmanship for a period of ten (10) years from the date of shipment of the Original Product by Dialight (**Warranty Period**).

Where the Original Product has replaceable parts and where Dialight provides replacement parts or whole products (**Replacement**) in respect of any failure in an Original Product, the warranty term for such Replacement shall be the lesser of: (a) the remaining Warranty Period applicable to such Original Product; or, (b) the Replacement warranty term applicable/notified at the date of supply of the Replacement.

Where Buyer buys any additional product from Dialight that is interchangeable and/or connectable with any modular parts of the Original Product, the warranty for each such additional product is separate from this warranty (which is applicable to the Original Product) and shall not affect in any way the terms or term of this warranty.

Warranty exclusions:

This warranty does not cover the following (liability for which is excluded to the fullest extent permitted under applicable law):

- any fault or failure of the Dialight Product occurring after the expiry of the Warranty Period;
- Original Product and/or Replacements (**Dialight Product**) that are: (a) used and/or installed other than in accordance with the specification for the relevant Dialight Product (being the specification available on Dialight’s website and/or otherwise issued by Dialight at the date of supply of the Dialight Product (**Specification**)) and/or used and/or installed in settings outside of the power supply and/or environmental parameters set out in such Specification; and/or, (b) 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 Specification, data sheet, operating guide or other written installation or maintenance guides made available on Dialight’s website and/or otherwise issued by Dialight at the date of supply of the Dialight Product or otherwise (collectively **Dialight Documentation**) including but not limited to damage / loss caused by failure to correctly install (including, but not limited to, failure to correctly utilise of appropriate primary and secondary retention for Dialight Products);
- non-material degradation or wear and tear of Dialight Products arising during standard authorized use;
- Dialight Products that are subjected to (momentary or continuous) 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 and/or are otherwise operated other than in accordance with the applicable Specification ;
- Dialight Products that are reconstructed, repaired or altered by persons other than Dialight or a Dialight-authorized representative or a suitably qualified technician (as mandated in the Dialight Documentation) (an **Approved Technician**); and/or, Dialight Products that have been amended, repaired or modified using third party products or components not manufactured or supplied by Dialight; and/or, any damage to or malfunction of Dialight Product (including controls circuitry such as wired or wireless) or lighting network as a result of interference from an external device or system;
- advice or assistance relating to the Dialight Products that Dialight provides free of charge as a gesture of goodwill to a Buyer;
- any defective Dialight Products where the defect has arisen as a result of Dialight complying with any drawings, specification or instructions supplied to Dialight by the Buyer;
- any third-party manufactured products attached to or connected with the Dialight Product, inserted in the Dialight Product or added to the Dialight Product network such as sensors, detectors, batteries or communication devices (such products are covered by the applicable manufacturer warranty) - for the avoidance of doubt, Dialight makes no representation or warranty with respect to any third-party products; and/or,
- any security breach or hacking of the Dialight Product or lighting network 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 any returned Products or remote diagnosis by Dialight, Dialight Products are found to be defective and such defect is covered under this warranty, Dialight shall (at Dialight’s option) repair, replace, supply replacement part(s) for, or refund such Dialight Products.

Warranty claim process

STEP 1: Notify the alleged claims or defects using the warranty notification process

detailed in the Dialight Documentation. Warranty claims must be notified by Buyer: (a) within the warranty Period; (b) as soon as reasonably possible; and (c) in any event within thirty (30) days of discovery.

STEP 2: Dialight will notify Buyer that: (a) the Buyer should return the Dialight Product to Dialight for diagnosis and repair (**Dialight Repair**); or, (b) a Replacement will be dispatched by Dialight to Buyer (**Local Repair**).

- STEP 3A:** Where Buyer is notified by Dialight of a Dialight Repair, then Buyer must:
- obtain an RMA (return material authorization) number and instructions on how and where to return the Dialight Products to Dialight customer services.
 - return (at Buyer’s own cost and expense) the Dialight Products together with: (a) a copy of the original bill of sale or other evidence showing the date of purchase and identification of the original Buyer; and, (b) a copy of the compatibility assessment carried out prior to the original installation of the Original Product (ie requested by Dialight); and,
 - confirm prior to return that it accepts that it is liable all costs and expenses (including risk of loss) for the delivery of all repaired or replaced Dialight Products by Dialight to the Buyer.
 - Buyer shall bear all cost in relation to the access to, installation of, de-installation of, functionality testing of, and commissioning of the Dialight Product and/or Replacement(s) (as applicable).

- STEP 3B:** Where Buyer is notified of a Local Repair, then:
- Buyer must send to Dialight: (a) a copy of the original bill of sale or other evidence showing the date of purchase and identification of the original Buyer; and, (b) a copy of the compatibility assessment carried out prior to the original installation of the Original Product (ie requested by Dialight);
 - Dialight will deliver (at Buyer’s cost) the relevant Replacement(s);
 - Buyer must, upon receipt of the Replacement(s), install (using an Approved Technician) such Replacement(s) strictly in accordance with the Dialight Documentation (in particular ensuring that the Replacement(s) match the part number(s) of the components being replaced; and,
 - Buyer shall bear all cost in relation to the access to, installation of, de-installation of, functionality testing of, and commissioning of the Dialight Product and/or Replacement(s) (as applicable).

Warranty limitations:

- Warranty term: See above.
- Replacement functionality: Any Replacements will have equivalent functionality, but will not necessarily be identical to replaced components.
- Extent of Liability: Repair, replacement or refund as detailed in this warranty is the sole and exclusive remedy under this warranty or otherwise for defects in Dialight Products.
- NO ADDITIONAL WARRANTY: EXCEPT FOR THE WARRANTIES DETAILED HEREIN, NEITHER DIALIGHT NOR ANY PERSON ON ITS 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, AND ALL SUCH LIABILITIES ARE EXPRESSLY DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND BUYER 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 DETAILED IN THIS WARRANTY.
- IN NO EVENT SHALL DIALIGHT BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES INCLUDING 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 BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- EXCEPT TO THE EXTENT NOT PERMISSIBLE UNDER APPLICABLE LAW, DIALIGHT SHALL NOT BE LIABLE FOR ANY DAMAGES RELATING TO PERSONAL INJURY OR DEATH.
- IN NO EVENT SHALL DIALIGHT BE RESPONSIBLE FOR ANY LIABILITY ARISING FROM COMPROMISE OF SAFETY AND/OR SAFETY CERTIFICATION RESULTING IN PART OR IN WHOLE FROM ANY ACTION OF BUYER (OR ANY THIRD PARTY ACTING ON BEHALF OF BUYER) THAT IS NOT DIRECTLY MANDATED IN THE RELEVANT DIALIGHT DOCUMENTATION, INCLUDING BUT NOT LIMITED TO INSTALLATION, DE-INSTALLATION, ENHANCEMENT AND/OR REPAIR OF DIALIGHT PRODUCT.

General

Where there is any conflict or inconsistency between the English language version of this warranty and any translated version, the English language version shall prevail.