

## LTS Warranty

1. The company LTS Licht und Leuchten GmbH, Waldesch 24, 88069 Tettngang, Germany ("LTS") warrants to the Customer subject to the following terms and conditions that the LED products manufactured by LTS and delivered to the Customer under the "LTS" brand from 1st July 2016 are free from defects in material and workmanship for a period of five years from the date of the invoice from LTS (warranty period).

2. The warranty is limited to the extent that LTS will remedy the defect claimed at its own discretion and at its own cost either by repair or by replacement by identical or equivalent replacement products. If it should not be possible to repair or replace the product, we shall take it back against reimbursement of the purchase price less a depreciation amount. The depreciation amounts to 20% of the purchase price per year.

This warranty does not affect in any way the contractual or statutory rights of the Customer versus the respective vendor.

3. With regard to LED products, the warranty covers only the mortality above the nominal failure rate. A luminous flux decrease of LED modules is normal up to a rate of 0.6% per 1000 operating hours for white light and 0.7% per 1000 operating hours for special light colours used for fresh products and therefore not subject to the warranty. The warranty covers defects in material, design and workmanship and applies to the complete product except wear parts and consumables such as, for example, batteries. Any failure of electronic components such as converters and LEDs within the nominal failure rate of 0.2% per 1000 operating hours is not a warranty case. A colour shift occurring in LED products is not included in the warranty.

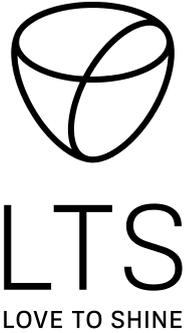
The warranty does not cover discolouration or embrittlement caused by ageing of plastic parts, for example, made of polycarbonate. It does not cover any product defects attributable to software errors, bugs, viruses or similar factors nor any necessary service activities such as restarting, software updates, etc.

Those electronic components, products and luminaires which are sold by LTS as resale merchandise, e.g., control units, sensors and remote control units, as well as luminaires made by other manufacturers are not covered by the warranty.

As a result of technological progress and the usage-related change of the luminous flux of the products, the luminous properties of LED light sources may differ to some extent from those of the original products. Such differences are not covered by this manufacturer warranty.

Customers are only entitled to warranty claims if

- the product does not show any damage, contamination or signs of wear caused by any use of the product deviating from the intended use or the specifications of LTS according to the instructions for use / user manual,
- the product does not show any signs indicating that a repair attempt or other intervention was made by a workshop not authorized by LTS,



- only LTS approved accessories are installed in the product,
- the serial number has not been removed or made illegible.

Furthermore, any claim of warranty is contingent on presentation of the original invoice with date of purchase.

4. Any claims from this warranty are subject to a period of statutory limitation of 12 months after discovering the defect.

5. The Customer is responsible for returning the product to LTS. LTS shall bear the cost for sending the product back to the Customer. LTS will not bear any other costs such as, for example, for assembly and disassembly, lifting equipment, scaffolding, travel and time expenditures. Any return shipment is subject to prior authorization by LTS. Any warranty claims can be notified at [garantie@lts-light.com](mailto:garantie@lts-light.com).

6. This warranty is subject to the laws of the Federal Republic of Germany, excluding the regulations relating to conflict of laws and excluding the application of the United Nations Convention on Contracts for the International Sale of Goods.