

Standard warranty policy for Signify Dynalite products

This Standard Warranty (also referred to as the “Warranty Policy”) specifies the standard terms and conditions of warranty applying to the sale by Signify of the Signify Dynalite Products listed in Table 1 (collectively, “Products”). This Standard Warranty applies to Products purchased on or after [effective date] within [applicable territory]. Products purchased before this date remain subject to the warranty terms applicable at the time of purchase. Only a purchaser that purchases Products directly from Signify (“Customer”) may derive rights under this Standard Warranty. “Signify” means the legal entity that sells the Products directly to Customer.

This Standard Warranty must be read together with Terms and Conditions for Sale of Products and Services of Signify currently in force, or such other terms as agreed to in a legally enforceable agreement executed between Signify and Customer, including separate supply, distribution or sales contracts

(“Terms and Conditions”). Unless otherwise specified herein, any term or expression defined or used in Terms and Conditions and relating to this Standard Warranty shall have (in the interpretation of Terms and Conditions) the same meanings as used herein. In all other respects, Terms and Conditions remain unchanged and are in full force and effect. In the event of conflict between this Standard Warranty and Terms and Conditions in relation to the Products, this Standard Warranty will prevail.

1. Subject to the Terms and Conditions and this Standard Warranty (including exclusions, limitations and conditions stated therein), Signify warrants to Customer that Products will be free from Defects for the limited warranty period(s) specified below in Table 1 (“Warranty Period”). For the purpose of this Standard Warranty, a “Defect” (or “Defective Product”) means that a Product has a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Signify, with consideration given to the overall performance of the Product.

Description of Dynalite Product Family	Warranty Period
Load Controllers	24 Months
Sensors	24 Months
User Interfaces	24 Months
Gateways	24 Months
System Kits	24 Months
Accessories	24 Months
Engineer-to-Order (ETO) Products	24 Months

Table 1: Description of Product and Warranty Period

2. Unless confirmed otherwise by Signify, a Warranty Period starts on the date of delivery of the Product.

3. Signify will have no obligations under this Standard Warranty if Customer is in breach of Customer's payment obligations under Terms and Conditions.
4. In order to be entitled to make a valid claim under warranty, Customer shall promptly notify Signify in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Signify under this Standard Warranty are subject to the following conditions:
 - 4.1. Customer shall keep proof of purchase for the Product available for inspection;
 - 4.2. Customer shall make claims under this Standard Warranty to Signify promptly and not later than thirty (30) days after discovery, and make available to Signify (or representatives) adequate records of operating history for the Product, at minimum the following information:
 - 4.2.1. name and/or type number of the Product;
 - 4.2.2. serial number and manufacturing date code;
 - 4.2.3. details of the alleged Defect, including the number and percentage of affected Products and the date on which the failure was identified, as applicable;
 - 4.2.4. the invoice date and, if performed by Signify, the installation date of the Product; and
 - 4.2.5. details of the application, installation location, operating history, environmental and electrical conditions, firmware version, system topology, diagnostic information and commissioning details, where applicable and reasonably available.
 - 4.3. Customer shall give a Signify representative on-site access to the Product for which Customer invokes this Standard Warranty, and, on request, send any alleged Defective Product to Signify for analysis.
 - 4.4. Customer shall obtain consent from Signify on the specifications of any tests it plans to conduct to determine whether a Defect exists.
 - 4.5. Any lawsuit relative to any claims under warranty must be filed within one (1) year of the date of the notification of the claim.
5. Signify's obligations under this Standard Warranty will be limited, at Signify's option, to repairing or replacing the Defective Product within a reasonable time or providing an appropriate credit for its purchase price. Repairs, replacements or other remedies will not extend or renew the applicable Warranty Period. Signify is entitled at its option to replace the Defective Product(s) covered by warranty with a product that has minor deviations in design and/or specifications which do not affect the functionality of the Product. Signify may charge Customer for the reasonable costs incurred by Signify in relation to an alleged Defect or returned Product(s) that are found not to be a Defect, including for reasonable freight, testing and handling costs.
6. Customer shall not return any Product without first obtaining authorization and return instructions from Signify. Customer is responsible for ensuring that any returned Product is appropriately packaged to prevent damage during transport.

Unless otherwise agreed by Signify in writing, Customer shall initially bear the costs and risk of transporting an alleged Defective Product to the location nominated by Signify.

Where Signify confirms that the Product has a Defect covered by this Standard Warranty, Signify will arrange the applicable standard freight or reimburse reasonable standard freight costs actually incurred by Customer in accordance with Signify's return instructions, including standard delivery of the repaired or replacement Product to Customer.

Where the Product is found not to have a Defect, or the alleged Defect is not covered by this Standard Warranty, Customer shall bear all reasonable freight, inspection, testing, handling and return-delivery costs incurred by Signify.

7. Where Signify supplies a replacement Product or provides a credit for a Defective Product, ownership of the Defective Product being replaced or credited will transfer to Signify, unless otherwise agreed in writing.

Customer shall return the **Defective Product being replaced or credited** in accordance with Signify's instructions and within thirty (30) days of receiving the replacement Product, or within another period agreed by Signify. If Customer does not return the replaced Product within the required period, Signify may invoice Customer for the replacement Product and associated freight costs.

Signify may inspect, test, repair, refurbish, recycle or otherwise dispose of any returned Product that becomes the property of Signify.

Customer is responsible for retaining copies of any system configuration, programming, project files or other information required to restore the operation of the system. Unless otherwise agreed in writing, the warranty does not cover programming, configuration, recommissioning or restoration of data associated with a repaired or replacement Product.

8. Signify will use commercially reasonable efforts to assess a warranty claim and provide the applicable remedy within a reasonable period after Signify has received:
 - The information required to substantiate the claim;
 - Access to the affected Product or installation where required; and
 - The returned Product where Signify has requested its return.

The time required to assess and resolve a claim may depend on the nature and complexity of the alleged Defect, availability of replacement products or components, transport and customs requirements, and the need for technical or laboratory analysis.

Any timeframe provided by Signify is an estimate only and does not constitute a guaranteed service or delivery period. Signify will keep Customer reasonably informed where assessment or provision of the remedy is expected to take longer than initially advised.

9. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Customer's facility, decontamination, and re-installation of Defective Products are not covered by the warranty provided hereunder. Customer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by Signify.
10. Unless otherwise agreed by Signify and Customer in writing, the obligations under warranty by Signify only apply to the Products listed under section 1. Signify does not provide any warranty for any other products, including third party products and products not marked with a trademark owned or licensed by Signify. In respect of software, Signify does not provide any warranty for any software that is not embedded in or delivered with any Products by Signify, even if Signify refers to third party software in its Documentation. Signify does not provide any warranty related

to any Defect arising from designs, instructions or specifications supplied by Customer to Signify.

11. Signify will have no obligations under this Standard Warranty if the alleged Defect is found to have occurred as a result of any of the following:
 - 11.1. Any Force Majeure events. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Signify, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Signify cannot reasonably perform or execute its obligations, including, without limitation, acts of God, natural catastrophes including earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber attacks and hacking or non-performance by suppliers of Signify or by other third parties on which services rely (including connectivity and communication services);
 - 11.2. Electrical supply conditions, including supply spikes, over-voltage/under-voltage and ripple current control systems that are beyond the specified limits of the Products and those set or defined by relevant supply standards for the Product;
 - 11.3. Improper wiring, installation, configuration, change of settings, commissioning or maintenance of the Products or other connected electrical components;
 - 11.4. Failure to adhere to installation, operating, application, maintenance, or environmental instructions or guidelines prescribed by Signify or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
 - 11.5. Failure to use the Products for the purposes for which these have been designed;
 - 11.6. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;
 - 11.7. Any attempt at repair, alteration or modification not authorized by Signify in writing;
 - 11.8. System design, installation, configuration or commissioning outside published Product limits, including network loading, device quantities, cable type or length, power-supply capacity, environmental limits or supported system architecture;
 - 11.9. Use of incompatible, incorrectly configured or unsupported third-party products, protocols, software, drivers, sensors, network equipment or building-management integrations;
 - 11.10. Improper handling, storage, transportation, installation, commissioning, operation or maintenance of the Product.
12. Customer acknowledges that the purchase price for the Product(s) is based on and reflects a proper allocation of risks and obligations of the parties related to warranty.
13. Where the original Product is discontinued or unavailable, Signify may provide a functionally equivalent current Product. Unless otherwise agreed, associated system redesign, programming, recommissioning, integration or third-party costs are not covered.
14. This Standard Warranty, read together with the provisions on warranty in the Terms and Conditions, constitutes the entire agreement regarding warranty for any Defective Products and supersedes all prior statements or communications (oral and written) to Customer regarding the Products. To the fullest extent permitted by law, the warranties contained herein are the only warranties given by Signify with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability

or fitness for a particular purpose which warranties Signify expressly disclaims. Customer shall not rely on any other information, from Signify or other sources, or generally known (industry) facts, regarding the Products or their performance and/or lifetime. The sole and exclusive remedy for Customer in connection with any Defect will only be as explicitly stated in this Standard Warranty.

15. Signify may modify this Standard Warranty from time to time, and any modifications will be effective for all orders placed on or after the effective date of such modification(s).
16. Nothing in this Standard Warranty excludes, restricts or modifies any statutory rights or remedies that cannot lawfully be excluded, restricted or modified.

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