

## Product Warranty

Mono Lighting Ltd ("Mono") warrants to the buyer ("Buyer") that each product ("Products") will be free of significant defects in material and workmanship which cause the Products to fail to operate per Mono published specifications for such Products, as in effect on the date of shipment, for a period of three (3) years, from the date of shipment of the Products ("Warranty Period"). The Warranty covers the LED luminaire, not the driver. The drivers are covered under separate warranty(s) by the respective manufacturer(s).

### 1. Warranty Exclusions

- 1.1. Products that are not wired and installed in accordance with installation and operation instructions by a suitably qualified electrician.
- 1.2. Products subjected to abuse, misuse, neglect, negligence, accident, improper testing or service, improper installation or removal and reinstallation, improper storage, improper handling, improper repair, abnormal physical stress, chemical reaction, abnormal environmental conditions.
- 1.3. Products which have not been operated within the specified electrical values operating range and environmental conditions provided in the specifications or installation instructions for such Products, including but not limited to excessive ambient temperatures, sustained or temporary over-voltages, excess current due to maximum connected length of linear LED being exceeded (over-loading), damages caused by direct or near-hit lightning strikes, excessive switching, or any other use contrary to instructions or Product specifications issued by Mono or the original product manufacturer;
- 1.4. Products modified, amended, reconstructed, repaired or otherwise altered by persons other than Mono;
- 1.5. Products modified, amended, reconstructed, repaired or otherwise altered using third party products or components not manufactured or supplied by Mono;
- 1.6. Products not manufactured or supplied by Mono which have been installed or used in conjunction with Mono Products;
- 1.7. Products where the light output is affected by the build-up of material on the luminaire due to failure to maintain and regularly clean the Product;
- 1.8. Products where the fitting shows discolouration or deterioration in finish or where the fitting has undergone any other changes that do not affect the Product's primary function or the physical integrity of the fitting;
- 1.9. Products where the deterioration of LED light output is within the expected range that is implied by the LED life expectancy as stated within the Product specifications (for example, LED life expectancy expressed in number of hours to L70 implies that the light will keep 70% of its original light output during the quoted number of hours);
- 1.10. Products where the number of failed individual LEDs is less than 10% of the total number of LEDs contained within the Product;
- 1.11. Any batteries, or third party accessories and control devices such as occupancy sensors, solar panels or photocells, or any other third party products incorporated, contained in or attached to the Products (such products are covered by the applicable manufacturer warranty); and

- 1.12. Any advice or guidance relating to the Products and their installation, including associated drivers and controls wiring schematics, are provided by Mono as a courtesy and are for guidance only.

## **2. Warranty Conditions**

- 2.1. Only the Buyer is authorised to make a direct Warranty claim with Mono. Warranty claims must be made in writing to Mono at the earliest opportunity
- 2.2. The Buyer must provide Product details and all evidence relating to alleged claims or defects, as well as proof of purchase showing date of purchase, to Mono in writing.
- 2.3. Mono will provide instructions detailing how and where to return the Product.
- 2.4. The Buyer shall, at its sole expense, remove, package and return the Product to Mono (location to be specified by Mono).
- 2.5. If upon inspection and testing of the returned Product by Mono, such Product is found to be defective and such defect has not been caused by any of the Warranty Exclusions detailed above, Mono shall, at its sole discretion, repair, replace or refund the Product. The total warranty repair, replacement or refund costs must not exceed the original Buyers purchase price of the Products.
- 2.6. If upon inspection and testing of the returned Products by Mono, such Products are found not to be defective, or the defect is a result of any of the Warranty Exclusions detailed above, Mono may, at its sole discretion, seek to recoup from the Buyer the freight costs associated with returning the Product to the Buyer, as well as any costs associated with providing the replacement Product, if such replacement Products are provided.

## **3. Warranty Limitations**

- 3.1. The replacement Product shall be warranted for the balance of time remaining within the Warranty Period of the original Product.
- 3.2. The obligation of Mono under this Warranty is expressly limited to repair, replacement or refund of any defective Products, at the sole discretion of Mono, within the Warranty Period. The Buyer shall not seek to recoup costs of removal, packaging and returning the Products to the location specified by Mono, nor any installation, integration or programming costs associated with the replacement Products.
- 3.3. Replacement Products will be equivalent in function and specification but not necessarily identical to the replaced Products. Repair, replacement or refund as set forth in this Warranty is the sole and exclusive remedy under this Warranty or otherwise for Products defects.
- 3.4. Except for the warranties set forth in this document, neither Mono nor any person on Mono's behalf makes any express or implied representation or warranty whatsoever, either verbal or written.

#### **4. Limitation of liability**

- 4.1. All sales are pursuant to Mono's standard terms and conditions, including those of the limited liability policy. In no event or circumstances shall Mono be liable for direct, indirect, special, incidental, exemplary, consequential, compensatory or punitive damages, including any damages for business interruption, loss of use, lost revenue, lost savings, lost profits or lost good will, arising out of breach of contract, tort (including negligence and strict product liability) or otherwise, regardless of whether or not such damages were foreseeable and whether or not Mono, a Mono authorised representative, or the Buyer were advised of the possibility of such damages.
- 4.2. Mono shall not be liable for any delay or failure to perform its obligations that results directly or indirectly from or contributed to by any acts of God, acts of Buyer, acts of government or other civil or military authorities, priorities, strikes, or other labour disputes, fires, accidents, epidemics, wars, riots, embargoes, delays in transportation, lack of or inability to obtain raw materials, components, labour, fuel or other supplies, or other circumstances beyond Mono's reasonable control.

#### **5. Severability**

- 5.1. If any provision within this Warranty Statement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not, in any way, be affected or impaired thereby.