

Heliospectra General Warranty Terms and Conditions

Warranty

Heliospectra top lights carry a warranty that the hardware components of Heliospectra Products will be free from defects in material and workmanship for a period of five (5) years for the MITRA series and three (3) years for other products, from the date of delivery. The warranty extends only to the original Buyer of the Product and may not be transferred or assigned by the original Buyer.

The warranty only applies to sales directly through Heliospectra or any authorized reseller. If the Product was purchased through an authorized reseller, the same terms shall apply, but any claim shall be made via the reseller who sold the Products to the original Buyer.

If the Product fails to comply with the terms of this warranty, Heliospectra, at its option, will repair and return the original unit or provide a reconditioned unit as a replacement. The warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. Warranty claims must be reported and returned to Heliospectra within the warranty period and no later than thirty (30) days after discovery of the suspected defect. All warranty claims must be submitted in writing and have gone through the official Heliospectra Return Material Authorization (RMA) process. If Heliospectra chooses to replace the Product and is not able to do so because it has been discontinued or is not available, Heliospectra may refund the Buyer or replace the Product with a comparable Product.

Any non-Heliospectra equipment or products that have been acquired through a Heliospectra purchase are not covered under

this warranty, but instead will carry the manufacturer's standard warranty.

Heliospectra shall pay for shipping costs for valid warranty claims. The Buyer is responsible for the shipping costs associated with returning the Product to Heliospectra if the warranty is voided or otherwise rejected.

If applicable, software warranty and any instructions thereto will be provided to the Buyer separately. If applicable, Heliospectra warrants that embedded software in the Product shall perform substantially in accordance with the specifications contained in the applicable Product manual under normal authorized use and in accordance with instructions provided by Heliospectra. In no event does Heliospectra warrant that the software is error free or that the Buyer will be able to operate the software without problems or interruptions. Heliospectra does not give any warranty for third party software (meaning herein software created by other parties than Heliospectra) and Heliospectra shall not be liable for any damages possibly caused by failures in third party software or caused by changes in the software by the Buyer or anyone other than an authorized Heliospectra technician.

Heliospectra shall have no liability for any claim, suit or proceeding of infringement based on (a) the use of other than the then latest release of software provided by Heliospectra, if such infringement could have been avoided by the use of the latest available release of software or (b) the use or combination of Product with software, hardware or other materials not provided, not recommended or approved by Heliospectra.

Terms and Conditions

Electrical Installation Quality Requirements and Conditions

Heliospectra requires that the installation of the Product is conducted by a licensed electrician with adequate surge protection according to the requirements below. If the surge protection

requirement is not implemented, a proof of electrical quality reading must be performed by a third party and presented as proof of adequate electrical quality.

Surge Protection Requirements

North America

Heliospectra requires that Products are installed with adequate surge protection according to the IEEE 1100-2005 recommended practice for Powering and Grounding Electronic Equipment. Considering that surges can originate from both internal and external sources, surge protection devices (“SPDs”) are to be installed to provide maximum protection regardless of the source location. The three zones include:

- The first zone is at the service entrance where the most robust SPD is placed to divert surges coming from

external sources such as lightning. SPDs installed here are listed as Type-1, SPD devices.

- The second zone of protection is within the facility at locations identified as susceptible to surges. SPDs at these locations are listed as Type-2, SPD devices and are installed on equipment such as switchboards, panelboards, motor-control centers.
- The third zone of protection is at the outlet or point of use. SPDs installed here are listed as Type-3, SPD devices.

Europe

Heliospectra requires that all fixtures should be protected by adequate surge protection, in accordance with the following standard: IEC 62305 – Protection Against Lightning.

This standard stipulates the following:

- SPDs (Surge Protection Devices) should be installed when crossing from one lightning protection zone to another
- Lightning is not the only threat; switching of loads, which are more frequent than lightning strikes, also

create high voltage transients that can damage electrical or electronic equipment over time.

- Risk assessments are required to be carried out to assess the requirements of any building for SPDs.
- Ensure that the 3 Lightning Protection Zones (LPZ) zones and types 1, 2, 3 of Surge Protection Devices are used correctly.

For other installation locations, please advise local electrical standards that are equivalent

Warranty Limitations

This warranty does not apply under any of the following circumstances:

- a. The Product has been opened or altered by anyone other than Heliospectra or an authorized representative
- b. The Product has not been installed (including proper electrical and WiFi equipment and installation), operated or maintained in accordance with instructions supplied by Heliospectra
- c. The Product has developed defects due to damage in transport, storage or any other circumstances that are beyond the immediate control of Heliospectra
- d. The Product has been installed in applications outside the operating intervals in the product specification
- e. The Product has been damaged, defaced, exposed to corrosive environment, subjected to misuse or vandalism, abnormal service or handling or by any other circumstances attributable to the Buyer, its buyers, end-users or any third party
- f. The Product is licensed for beta, evaluation, testing or demonstration purposes
- g. The Product has been repaired or attempted to be repaired by anyone other than Heliospectra or a Heliospectra authorized representative
- h. The Product has been subjected to natural disasters that have caused defects such as lightning strikes, floods, hurricanes, earthquakes, etc.
- i. The Product has been subjected to electric line power surges, unstable electrical supply conditions, ripple current or other electrical infrastructure malfunctions

- j. The Product has not been installed by a licensed electrician with adequate surge protection.
- k. For MITRA LED components: 85% or more of the light emitting diodes illuminate.

Heliospectra reserves the right to make the final decision on the validity of any warranty claim.

Warranty Claim Process

Before returning any Product, a Return Material Authorization (“RMA”) reference number must be obtained from Heliospectra. A reference number is obtained by completing an RMA form and provided by Heliospectra once the validity of the claim is preliminarily assessed by Heliospectra.

The claim process depends on A) Warranty is valid or B) Warranty is voided

- A.** If a claim is made within the warranty period and none of the warranty limitations described above have been breached, then
 - a. Heliospectra will arrange for retrieval of the fixture(s) from the customer location
 - b. A failure analysis will be conducted at the Heliospectra Repair Center. If the agent at the repair center finds that the cause of the issue is attributed to one or more of the warranty limitations/exclusions described above, the warranty will be deemed as void and the process will be handled as described in column B after informing the customer
 - c. The fixture(s) will be repaired according to the failure analysis
 - d. The fixture(s) will be returned to the customer along with the failure analysis report and a description of the repairs made to the unit(s)
 - e. No cost will be attributed the customer
- B.** If the warranty period has lapsed or the warranty has been voided due to one of more of the warranty limitations/exclusions described above, then
 - a. A cost estimate of the shipping and repairs will be first sent for approval to the customer
 - b. Upon approval, Heliospectra will retrieve the fixture(s) from the customer location
 - c. A failure analysis will be conducted at the Heliospectra Repair Center
 - d. An updated final cost of repairs along with the failure analysis will be sent to the customer for approval to move forward
 - e. The fixture(s) will then be repaired according to the failure analysis
 - f. A final invoice will be sent to the customer for the repair service and shipping
 - g. Upon receipt of payment from customer, the fixture(s) will be returned to the customer along with the failure analysis report and a description of the repairs made to the unit(s)

The official Heliospectra Return Material Authorization (RMA) process is initiated by submitting an online support request per instructions found at <https://support.heliospectra.com/portal/home>.

The following is required by Heliospectra to complete an RMA assessment:

1. Date of purchase
2. Product designation and number
3. Product serial number
4. Description of defect and occurrence
5. Adequate records of operating history, maintenance, and/or testing to substantiate that the Product has failed to comply with its intended performance
6. Original or equivalent packaging to ship the unit(s) to the Heliospectra Repair Center

Implied or Other Warranties

Except as otherwise expressly set forth in these Warranty Terms and Conditions, Heliospectra, on behalf of itself and its affiliates disclaim all other warranties whether expressed, implied or statutory regarding or relating to the hardware, documentation, software, media or the services furnished or provided to the customer. **HELIOSPECTRA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Neither sales personnel of Heliospectra nor any other persons are authorized to make any warranties other than those described in this document, or to extend the duration of any warranties beyond the period described in this document except an authorized officer and pursuant to signed documents.

Disclaimers

To the full extent permitted by law, Heliospectra will not be liable to the Buyer for any loss or damage arising from the use of the Product, or any defect in the Product, however it may arise. Apart from the warranties as stated above, Heliospectra has no obligation to provide support, maintenance, upgrades, modifications or new releases. Heliospectra disclaims all liability and responsibilities pertaining to and arising as a result of the Buyer integrating, connecting or networking the Product in any manner whatsoever. If technical support is offered regarding the use or implementation of the Product that is outside or contrary to official Heliospectra documentation, it will solely be as an accommodation to the Buyer and Heliospectra holds no responsibilities or liabilities for the content or use of such advice.

IN NO EVENT WILL HELIOSPECTRA BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL LOSS OR DAMAGE OF ANY KIND OR ANY DIRECT LOSS. HELIOSPECTRA'S LIABILITY ARISING OUT OF PRODUCT WILL BE LIMITED TO AN AMOUNT EQUAL TO THE INITIAL PURCHASE PRICE OF THE PRODUCT.

THE ABOVE STATE HELIOSPECTRA'S ENTIRE RESPONSIBILITY AND BUYER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY BREACH OF ANY WARRANTY REGARDING THE HARDWARE AND SOFTWARE.

Version 2020-07-03.