

## Standard 5 Year Architectural Warranty

*This warranty applies to architectural products purchased directly from Coolon on or after the 1<sup>st</sup> of March 2019. Products purchased prior to this date are covered by Architectural 3 Year Warranty, unless otherwise agreed at the time of sale.*

Coolon Pty Ltd (“Coolon”) warrants to the original buyer (“Buyer”) that all products within Coolon’s LED Architectural range (“Products”) will be free of significant defects in material and workmanship, provided that the Products are installed in accordance with Coolon’s installation and operation instructions and by suitable qualified personnel, for a period of five (5) years from the date of original shipment of the Products (“Warranty Period”).

### 1. Warranty Exclusions

- a. 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, abnormal environmental conditions beyond those described in the Product specifications, including but not limited to excessive ambient temperatures, sustained or temporary over-voltages, damages caused by direct or near-hit lightning strikes, excessive switching, or any other use contrary to instructions or Product specifications issued by Coolon;
- b. Products that failed or were damaged as a result of tightening or assembly using power tools;
- c. Products that were installed not in accordance with electrical code, including being properly grounded, by a professional electrician or licensed contractor carrying liability insurance;
- d. Products that are not adequately protected by an approved surge protection device;
- e. Products modified, amended, reconstructed, repaired or otherwise altered by persons other than Coolon or a Coolon authorized representative;
- f. Products modified, amended, reconstructed, repaired or otherwise altered using third party product or components not manufactured or supplied by Coolon;
- g. Products not manufactured by Coolon which have been installed or used in conjunction with Coolon Products;
- h. 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 in accordance with Coolon’s instructions;
- i. Products where the fitting shows discolouration or deterioration in glossiness, 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;
- j. Products damaged in function or appearance by the use of high-pressure water cleaners, corrosive cleaning agents or harsh abrasives;
- k. 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 output during the quoted number of hours). Please refer to Product Reported Lumen Maintenance;
- l. LED life expectancy is based on prediction graphs supplied by LED manufacturers. Such figures may not be exact and may vary over time. Coolon takes no responsibility for these figures.
- m. Products where the number of failed individual LEDs is less than 10% of the total number of LEDs contained within the Product;

- n. Any batteries, power supplies, 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);
- o. Any glass or lens contained in any products;
- p. Colour tolerance of LED modules;
- q. Software defects, bugs or viruses; and
- r. Advice or assistance relating to the Products that Coolon furnishes as a courtesy.

## 2. Warranty Conditions

- a. To obtain warranty service, the Buyer must obtain from Coolon a Goods Return Authorization (GRA) number within the Warranty Period.
- b. To obtain the GRA number, 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 Coolon in writing.
- c. Once the GRA has been obtained, Coolon will provide instructions detailing how and where to return the Product.
- d. The Buyer shall, at its sole expense, remove, package and return the Product to the location specified by Coolon along with the GRA.
- e. If upon inspection and testing of the returned Product by Coolon, such Product is found to be defective and such defect has not been caused by any of the Warranty Exclusions detailed above, Coolon shall, at its sole discretion, repair, replace or refund the Product. The total warranty repair, replacement or refund cost must not exceed the original value of the Product.
- f. Depending on the nature of the defect and the criticality of the Buyer's operations related to the defective Product, Coolon may, at its sole discretion, provide a replacement Product prior to receiving the returned Product. The replacement product shall be a suitable substitute, as determined by Coolon, and may be a new, refurbished, or comparable product.
- g. If upon inspection and testing of the returned Product by Coolon, such Product is found not to be defective, or the defect has been caused by any of the Warranty Exclusions detailed above, Coolon 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 the providing the replacement Product, if such replacement Product was provided as part of the GRA.

## 3. Warranty Limitations

- a. The replacement Product shall be warranted for the balance of time remaining within the Warranty Period of the original Product.
- b. The obligation of Coolon under this warranty is expressly limited to repair, replacement or refund of the Product, at the sole option of Coolon, of defective Products, within the Warranty Period, and only after Coolon has issued a GRA to the Buyer for the Product. The Buyer shall not seek to recoup costs of removal, packaging and returning the Product to the location specified by Coolon, nor any installation or integration costs associated with the replacement Product.
- c. Replacement Products will be equivalent in function, 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.

- d. Except for the warranties set forth in this document, neither Coolon nor any person on Coolon's behalf makes any express or implied representation or warranty whatsoever, either verbal or written.

#### **4. Damage Limitations**

- a. In no event shall Coolon 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 or not such damages were foreseeable and whether or not Coolon, a Coolon authorized representative, or the Buyer was advised of the possibility of such damages.
- b. Under no circumstances shall Coolon be liable for an amount which exceeds the purchase price of the Product. The Buyer acknowledges and accepts this limitation of liability.
- c. Coolon 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 Coolon's reasonable control.
- d. The Buyer shall have no further claims upon Coolon as regards the defective Product. The Buyer may not claim any payment extensions, price reductions or termination of supply contracts.

#### **5. Severability**

- a. 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.

#### **6. Disclaimers**

- a. The information on the Coolon website (including applicable warranty) supersedes this document and all other written or communicated product information.
- b. Any products or solutions suggested by Coolon are recommendations only. The responsibility for fit-for-purpose product and installation, as well as compliance to applicable standards, rests solely with the Buyer.