LIGHT COGNITIVE STANDARD WARRANTY

This Warranty specifies the standard terms and conditions on warranty for the sale by Light Cognitive Oy ("Light Cognitive") of LED luminaires ("Products"). Only the purchaser that has purchased Products directly from Light Cognitive ("Customer") can derive any rights from this Standard Warranty. "Light Cognitive" means the legal entity selling the Products directly to Customer.

This Standard Warranty applies only for Products purchased on or after January 1, 2024.

This Standard Warranty must be read together with Terms and Conditions for Sale of Products, or such other terms as agreed to in a legally enforceable agreement executed between Light Cognitive and Customer, including separate supply, distribution, or sales contracts ("Terms and Conditions"). 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 Terms and Conditions will prevail.

1. Subject to the Terms and Conditions and this Standard Warranty (including exclusions, limitations and conditions stated therein), Light Cognitive warrants to Customer that Products will be free from Defects for the limited warranty period of two (2) years ("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 Light Cognitive, with consideration given to the overall performance of the Product.

2. Unless confirmed otherwise in writing by Light Cognitive, the Warranty Period starts on the date of delivery to Customer, or in case of product sold by distributor, on the date of delivery to distributors end customer.

3. Light Cognitive 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 Light Cognitive in writing of any alleged Defective Product prior to expiration of the Warranty Period for such Product. Further, the obligations of Light Cognitive 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 Light Cognitive promptly and not later than thirty (30) days after discovery and make available to Light Cognitive (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. details of the (alleged) Defect, including the number and percentage of failures, and date code of failure, as applicable;

4.2.3. the invoice date and, if performed by Light Cognitive, the installation date of the Product; and

4.2.4. details of application, location, actual burning hours and number of switching cycles.

4.3. Customer shall give a Light Cognitive representative on-site access to the Product for which Customer invokes this Standard Warranty, and, on request, send any alleged Defective Product to Light Cognitive for analysis.

4.4. Customer shall obtain consent from Light Cognitive 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. The obligations of Light Cognitive under warranty will be limited, at the option of Light Cognitive, to within a reasonable time, either repair or provide a replacement product for the Defective Product, or to an appropriate credit for the purchase price thereof. Repairs, replacements, or remedies will not extend or renew the applicable Warranty Period. Light Cognitive 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. Light Cognitive may charge Customer for the reasonable costs incurred by Light Cognitive 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. (De)mounting, (de)installation, removal and replacement of Products, structures or other parts of Customer's facility, decontamination, and re-installation of (Defect) 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 Light Cognitive.

7. Unless otherwise agreed by Light Cognitive and Customer in writing, the obligations under warranty by Light Cognitive only apply to the Products. Light Cognitive does not provide any warranty for any other products, including third party products. In respect of software, Light Cognitive does not provide any warranty for any software that is not embedded in or delivered with any Products by Light Cognitive, even if Light Cognitive refers to third party software in its Documentation. The Warranty Period for customized or nonstandard Products is two (2) years. Light Cognitive does not provide any warranty related to any Defect arising from designs, instructions or specifications supplied by Customer to Light Cognitive.

8. Light Cognitive 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:

8.1. Any Force Majeure events. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Light Cognitive, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Light Cognitive 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 Light Cognitive or by other third parties on which services rely (including connectivity and communication services);

8.2. 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;

8.3. Improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not originally supplied by Light Cognitive;

8.4. Failure to adhere to installation, operating (such as specific tolerance on flux and system power), application, maintenance, or environmental instructions or guidelines prescribed by Light Cognitive or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;

8.5. Failure to use the Products for the purposes for which these have been designed;

8.6. Being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accident, abuse, misuse, improper or abnormal use of the Products;

8.7. Any attempt at repair, alteration or modification not authorized by Light Cognitive in writing;

9. 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.

10. 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 Light Cognitive 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 Light Cognitive expressly disclaims. Customer shall not rely on any other information, from Light Cognitive 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.

11. Light Cognitive 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).