

U Technology Warranty

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1.0 Original Manufacturer Warranty (Third Party Warranty)

Where U Technology is not the original manufacturer of a Product or component of a Product (“Third Party Products”), Seller shall assign to Buyer (or, where assignment is not permitted, hold in trust and make reasonable efforts to enforce for the benefit of Buyer) all warranties for Third Party Products given by the original manufacturers of such Products or components of Products (“Manufacturer Warranties”). Seller has no liability or obligation to Buyer with respect to Third Party Products beyond the obligations set out in this section. All other warranties with respect to Third Party Products, whether express or implied, are expressly excluded.

2.0 U Technology Limited Warranty

U Technology warrants for the Warranty Period, with the limitations below, to the first user that all Product(s) manufactured by U Technology, when properly installed and maintained under normal service, are free from defects in material and workmanship. Limited warranty is available from two (2) to five (5) years based on specific product group.

This Statement of Limited Warranty (“Warranty”) applies only when the Product(s) are installed in applications in which ambient temperatures are within the range of specified operating temperatures and are operated within the electrical values shown on the LED driver label (or U Technology Specification Sheet) based on proper application and use 12 hours per day seven (7) days per week. U Technology will not be responsible under this Warranty for any failure of the Product(s) that results from external causes such as: acts of nature; physical damage; exposure to adverse, corrosive, or hazardous chemical or other substances; use of reactive cleaning agents and/or harsh chemicals to clean the Product(s); environmental conditions; vandalism; fire; power failure, improper power supply, power surges or dips, and/or excessive switching; induced vibration; animal or insect activity; fault or negligence of purchaser, driver overload by purchaser, any end user of the Product(s) and/or any third party not engaged by U Technology; improper or unauthorized use, installation, handling, storage, alteration, maintenance or service, including failure to abide by any product classifications or certifications, or failure to comply with any applicable standards, codes, recommendations, product specification sheets, or instructions of U Technology; use of the Product(s) with products, processes or materials supplied by any end user or third party; or any other occurrences beyond U Technology’s reasonable control. U Technology also will not be responsible under this Warranty for any substantial deterioration in the Product finish that is caused by failure to clean, inspect or maintain the finish of the Product(s). If the Product(s) are used on existing foundations, anchorages or structures, the end user is solely responsible for the structural integrity of such existing foundations, anchorages or structures and all consequences arising from their use. Adequate records of operating history, maintenance, and/or testing must be kept by the end user and provided to U Technology upon request to substantiate that the Product(s) have failed to comply with the terms of this Warranty. Neither polycarbonate nor acrylic material used in the Products is warranted against yellowing, as yellowing may naturally occur over time due to normal aging. The Product(s) are not warranted against costs that may be incurred in connection with changes or modifications to the Product(s) required to accommodate site conditions and/or faulty building construction or design. In addition,

the Product(s) are not warranted against cost resulting from installation of third party components, failures of third party supplied components, or failures of U Technology supplied Product(s) caused by a third party supplied component. This Warranty only applies to the Product(s) when sold for commercial purposes and does not apply to any consumer product(s), all of which are governed by separate limited warranty terms. For the avoidance of doubt, U Technology emergency fixtures are not covered by this Warranty. THIS WARRANTY SHALL ALSO NOT APPLY TO PRODUCTS NOT MANUFACTURED BY U TECHNOLOGY WHICH HAVE BEEN INSTALLED AND USED IN CONJUNCTION WITH APPLICABLE U TECHNOLOGY PRODUCTS.

2.1 Five (5) Year Warranty

Products listed below are covered for a period of five (5) years:

- ULTRA FLEX SERIES
- U CUSTOM FIXTURES
- UNITI AC SERIES
- UNITI VLE SERIES*
- UNITI DTW SERIES*
- UNITI LE SERIES*
- PXL SERIES
- STP SERIES
- LGD SERIES
- LGG SERIES
- LGT SERIES
- RT SERIES
- RCP SERIES
- RCS SERIES
- DLE-US SERIES
- DIRF SERIES
- SKYRAIL SERIES
- CMF SERIES
- LLW SERIES
- LLS SERIES
- BRUSH SERIES
- MULTI-UNIT VANITY Series
- ELE SERIES
- ELX/ELDD SERIES
- DIN-RAIL SERIES
- DMX SERIES

Seller warrants that the Product(s), when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of FIVE (5) YEARS from the date of original purchase. The determination of whether the Product(s) is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product(s). Product(s) warranty is based on intended design usage for a maximum of 8 hours/day.

If the Product(s) fail to comply with the terms of this Warranty, U Technology reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period.

Warranty claims regarding the Product(s) must be submitted in writing within thirty (30) days of

discovery of the defect or failure to an authorized U Technology post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by U Technology. U Technology is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to U Technology, but U Technology shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

2.2 Three (3) Year Warranty

Products listed below are covered for a period of three (3) years:

- MOTION SENSOR SERIES
- DL-US RING SERIES
- SOLE SERIES
- SOLE SERIES
- UNITI SE SERIES
- MIKRA DTW SERIES
- MIKRA CLS SERIES
- MIKRA CLG SERIES
- MIKRA CLM SERIES
- ELA SERIES
- EL SERIES
- ELH SERIES
- SENSOR SERIES
- GCB Series
- GCS Series
- DL-US SERIES

Seller warrants that the Product(s), when delivered in new condition and in its original packaging, will be free of defects in material and workmanship for a period of THREE (3) YEARS from the date of original purchase. The determination of whether the Product(s) is defective shall be made by Seller in its sole discretion with consideration given to the overall performance of the Product(s). Product(s) warranty is based on intended design usage for a maximum of 4-6 hours/day.

If the Product(s) fail to comply with the terms of this Warranty, U Technology reserves the right to utilize new, reconditioned, refurbished, repaired, or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts. This Warranty extends only to the Product(s) as delivered to, and is for the sole and exclusive benefit of, the original end user of the Product(s) at the original location. This Warranty may not be transferred or assigned by the original end user. The repair or replacement of any Product(s) or component part within the Product(s) is the sole and exclusive remedy for failure of the Product(s) to comply with the terms of this Warranty and does not extend the Warranty period.

Warranty claims regarding the Product(s) must be submitted in writing within thirty (30) days of discovery of the defect or failure to an authorized U Technology post-sales or customer service representative. Product(s) or component part(s) may be required to be returned for inspection and verification of non-conformance by U Technology. U Technology is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to U Technology, but U Technology shall bear all costs and expense incurred in connection with shipment of replacement Product(s) to the customer.

2.3 Liability

Product warranty is void if the following conditions are met:

- Operating in conditions that exceed that of the design intent.
- Operating power supply at more than 80 percent (%) rated capacity.
- Integrate third party products with U Technology products
- UNITI LED Light Engines not installed with Armor Series aluminum profile and U Technology power supply.

The determination and interpretation of whether the Product(s)'s performance and design conditions shall be made by Seller. Power supply rating is denoted by the spec-sheet listed on Utechnology.ca.