

# WARRANTY TERMS AND CONDITIONS STATEMENT

-- LED Lighting Fixture

Version:2.0

## 1. DEFINITIONS

This document sets forth the warranty policy of the AGC Lighting Co. Ltd (“AGC”) from which you (“Purchaser”) purchase LED lighting fixtures. This policy is applicable only to AGC LED lighting fixture (“Product”) sold directly by AGC.

This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as described in this document (hereinafter: “Warranty Terms and Conditions”).

This warranty policy applies, unless otherwise agreed in writing between AGC and the Purchaser (Purchaser shall mean the legal entity or person who purchased the Product directly from AGC).

## 2. WARRANTY PERIOD

Subject to the provisions as set forth in the Warranty Terms and Conditions and as set forth hereunder, Purchaser receives a standard 5 years warranty. Longer warranty period is optional. (Some special Products are offered with different warranty period. Purchaser shall contact with salesman). The warranty period starts from delivery date. Any special warranty period shall be stated in sales agreement.

## 3. RIGHTS AND OBLIGATIONS

During the term of this statement, the rights and obligations of AGC shall be as follows:

- AGC warrants that each Product will be free from defects in material and workmanship. The determination of whether the Product is defective shall be made by AGC in its sole discretion, with its consideration given to the overall performance of the Product.
- AGC warranty flows only to Purchaser. If AGC determines the Product is defective, AGC will elect, in its sole discretion, repair the Product or replace the Product. AGC reserves the right to utilize new, refurbished, repaired or re-manufactured products or parts in the

warranty repair or replacement process. Such products and parts will be comparable in function and performance to the original product or part, as determined by AGC in its sole discretion, and warranted for the remainder of the original warranty period. Cost of labor and equipment to remove the defective product and install a repaired or a replacement Product at the end-user facility are excluded. Supplier's aggregate liability with respect to a defective product shall in any event be limited to the money paid to Purchaser for that defective product.

- If the damage is caused by below factors, AGC has the right to charge maintenance cost:
  - 1) The product is out of validity date of guarantee.
  - 2) Installing, using or repairing the products inappropriately.
  - 3) The damage due to force majeure, such as war, riots, sabotage, cyclones, earthquakes, tidal waves, flooding, lightning strikes, explosions, fire, flood, etc.

During the term of this statement, the rights and obligations of Purchaser shall be as follows:

- Product must be installed and used in accordance to instructions offered by AGC. If a Product is found to be defective, or not performing per the Product specifications, the Purchaser must notify AGC in writing within sixty(60) days after discovery of the defect, provide proof of purchase such as the invoice and comply with AGC's other warranty requirements.
- Upon receiving that notice, to ascertain why Product stops working, evidences such as photos, videos or other additional information on request would be needed for AGC's QC Team to analyze. AGC may require Purchaser to promptly return the Product or failure parts when necessary at AGC's expense.
- AGC shall reply warranty advice within 7 working days after receiving the Purchaser's warranty claims with sufficient failure information, like real voltage, current, ambient temperature, installation time etc. in writing.
- It is recommended to replace all AGC Light fixtures or parts that may show any "wear" or "damage" once the warranty expires. At the user's option, fully functional AGC lighting

fixture can be continually used beyond Five year Product Warranty, at the user's risk and assumed liability.

#### 4. WARRANTY CLAIMS

The following circumstances will not be warranted:

- Damage or failure to perform arising as a result of any Acts of God or caused by force majeure such as war, riots, sabotage, cyclones, earthquakes, tidal waves, flooding, lightning strikes, explosions, fire, flood, etc.
- Any hazards or damages by man-made causes, such as inappropriate use, improper delivery, improper storage, improper installation, improper maintenance
- Purchaser concealed the cause of defective products, such as obvious damages that are not covered under the 5 year Limited Product Warranty.
- If products are “out of warranty”, yet still operational, then all benefits of continued product use are expired and the 5 year Limited Product Warranty becomes “void” and “expires”.

**AGC has the sole right to interpret and amend the above articles. Any disputes occurred shall be applied to the laws and regulations of P.R.C.**