

1. GENERAL TERMS

1.1. Scope

The warranties set forth below provided by JoriMar LED Street Lighting Fixtures (hereinafter "products") and sold by JoriMar to its direct customers ("the customers"). JoriMar reserves the right to modify this warranty without notice. Such amendment shall enter into force for all orders placed with JoriMar on or after the effective date of such change.

1.2. Warranty Coverage

JoriMar warrants that each product will be free from defects in materials and workmanship (subject to conditions and restrictions as described in this document) for a period of five (5) years for all products from the invoice date (hereinafter: "warranty period").

JoriMar guarantees the light performance of its products during the warranty period, subject to any conditions or limitations in this warranty.

JoriMar gives a guarantee that the average night-time temperature is not higher than the $T_q = 25$ degrees Celsius, and taking into account with a tolerance of 5% on the nominal current of the drivers This guarantee shall be granted only for products that are switched on and off on a daily basis with an average annual utilization of 4,200 hours and used in accordance with the technical specifications and installation instructions.

Official measurements can be performed only by JoriMar or by a mutually agreed-accredited laboratory with a protocol defined by JoriMar. In case the products are determined by JoriMar as defective and the defect is covered by this warranty, JoriMar will at its discretion repair or replace the goods. If a product is no longer available or unavailable for some other reason, JoriMar may propose an alternative product.

2. RESTRICTIONS AND CONDITIONS

This warranty is strictly limited to the products supplied by JoriMar. All other costs (such as dismantling, freight for defective parts or products, removal and reinstallation, transportation time, tools for lifting, scaffolding or other costs resulting from an installation failure, as well as any costs or damages consequential, special, incidental or pure financial loss such as loss of revenue / profit, property damage, business interruption, stationary items, loss of production, costs by closed roads, traffic signs, traffic deviations etc.) are explicitly excluded. JoriMar is not liable for injury to persons or damage to property.

The customer must prove that any defect in or damage to any product or part thereof does not result from or is directly or indirectly caused by error, omission, neglect, maltreatment, abuse or abnormal use by the customer.

Including, without limitation, failure to comply with any of the following conditions or requirements by the customer:

- In every case, the customer has the product transported in the right way and in the original packaging;
- The customer has stored the product, installed, operated and maintained in accordance with the JoriMar specifications, guidelines and instructions.
- The product is consistently wired, installed and used in electrical quantities, range and conditions in accordance with the JoriMar specifications, application guidelines, IEC standards or any other document accompanying the product;
- The product is not subject to mechanical stresses which are incompatible with the intended use;
- The product is not exposed to temperatures above the lower of $T_a = 45$ °C (integrity, safety temperature) or the maximum value;
- Neither the customer nor anyone else than JoriMar's product, or part thereof, repaired, replaced, modified or altered without the prior written permission of JoriMar;
- The not accessible/sealed parts e.g. optical compartments of the product have not been opened by the customer without prior written consent JoriMar;
- The product is not wrong manipulated and / or put into contact with chemicals.

This warranty does not cover:

- Damage or failure resulting from force majeure or a violation of an applicable standard or regulation, including without limitation those contained in the latest safety, industry and / or electrical standards and regulations that apply to the customer;
- Failure in performance, structural defects or functional deficits when JoriMar has fully complied with the customers written instructions, drawings or specifications which are subsequently inadequate, or turn out to be incomplete;
- Damage or failure resulting from electrical disturbances including peak load, over or under voltage and control systems that struggle outside the specified limitations of the product with industry standards or the standards of the relevant suppliers regarding the acceptable input power;
- All acts of nature such as lightning damage or corrosion if corrosion is caused by external causes or factors (e.g. chemical products);
- Not by JoriMar applied control devices such as remote management systems;
- Spare parts, components and / or accessories added to the product after delivery;
- Normal wear and tear of the product.

If the product is installed in a corrosive environment, such as in the sea, the customer JoriMar should inform about this. JoriMar will the necessary precautions, such as additional specific treatment and painting, prescribe, including the maintenance requirements throughout the life of the product.

3. NO IMPLIED OR OTHER WARRANTIES

The warranties are expressly granted in this warranty are the only warranties given by JoriMar relating to the products supplied to its customers and are in lieu of all other warranties on the products, express or implied, including but not limited to warranties of merchantability, fitness for a particular purpose or non-infringement of intellectual property rights, all of which are hereby rejected.

In no event will the liability of JoriMar for all claims under this warranty with respect to a product exceed the total payments made by the customer for that product. Furthermore, the customer is not entitled to any payment, price reductions or termination of the supply contract if applicable.

4. WARRANTY CLAIMS

The customer must immediately inform JoriMar of a possible claim by writing within thirty (30) calendar days after discovery of the defect, damage or malfunction and give the details of the defect, damage or malfunction, including but not limited until:

- Location (city, street, number with relevant information about the installation etc.)
- Circumstances under which the products have been used
- The name, version, model and serial number (if available) of the defective products
- Copy of the invoice and delivery note
- Installation Date
- Detailed description of the problem.

A customer may only ship the defective product back to JoriMar with the written permission of an authorized person from JoriMar.

The client gives the representatives of JoriMar the right to access the defective product prior to the removal of the grid to which the product was affiliated for verification. Any restriction on this right shall release JoriMar from its warranty obligations with respect to the product.

Damaged parts must not be removed without the written permission of JoriMar. Defective products or parts become the property of JoriMar soon as they are replaced. If after returning the defective product, JoriMar determines that the customer has no warranty protection for the product, JoriMar is entitled to charge the customer the costs for inspecting the product to determine if it is eligible for warranty coverage.

The warranty period for the replaced or repaired parts or products shall be the remainder, if any, of the initial warranty period for the repaired or replaced parts or products.

5. RETROFIT SOLUTIONS

JoriMar delivers complete retrofit kit for rebuilding existing outdoor lighting fixtures towards sustainable energy-efficient LED lighting or induction lighting. JoriMar is specialized in the development of retrofitting kits for existing outdoor lighting fixtures. These retrofitting kits have been tested for cooling to PCB and COB. The customer is responsible for mounting and connecting retrofitting kits. Installation and connection of the retrofitting kit must be performed by a qualified installer. The retrofit kits are built in the fixtures according to the instructions given by JoriMar.

The existing fixtures for which the retrofitting kit is intended is in good condition, that means

- Existing luminaires are dust and waterproof.
- Existing luminaires are free of corrosion damage and are not deformed.
- The construction and / or seals for the tightness of the existing fixture are in good condition and do not allow moisture to pass through.
- Existing gaskets should be replaced. New gaskets are delivered in principle by JoriMar in the retrofit kit. If not, the customer will take care of new gaskets themselves.
- Weather conditions such as rain, snow, wind do not affect at the tightness of the luminaire
- The luminaire is moisture and dust closed

JoriMar warrants that the components of the retrofit sets will be free from defects (under conditions and limitations like these this document has been described) for a 36 month period for all retrofit sets sold in the area from the invoice date. See above for the remaining conditions.