

LIMITED WARRANTY FOR JUGANU'S LIGHTING WIRELESS CONTROLLER AND GATEWAY

Juganu Limited Warranty Certificate

Juganu warrants that during the Warranty Period (as defined below), the Product, when stored, installed, operated, used and maintained in accordance with the Product documentation supplied by Juganu, shall substantially conform to the specifications set forth in the Product documentation (the "**Specifications**" and the "**Warranty**", respectively).

1. Any claim under the Warranty must be made within the "Warranty Period" and in compliance with Juganu's Return Material Authorization (RMA) procedure. The "Warranty Period" herein means the period (in terms of years) from delivery of the products by Juganu to the customer (to be specified by Juganu with respect to each different product for clarification) - Juganu's Warranty Period is five (5) years as of delivery of the product.
 2. Extended warranty is available upon the agreement between the parties.
 3. This Standard Warranty applies only for Juganu Lighting Wireless Controllers and Gateways purchased on or after June 1, 2021.
 4. Juganu's sole obligation under the Warranty shall be, at Juganu's discretion, to repair or replace any defective part(s) of a Product which is proven not to conform to the warranty, and which is/are returned to Juganu's factory, or such other place designated in writing by Juganu, provided that the defective parts together with a properly completed RMA form have been received at Juganu's offices during the Warranty Period, with transportation charges prepaid.
 5. Replacement parts are warranted for the remainder of their original Warranty Period. Parts used for replacement may be of like kind and quality and may be new, remanufactured, reconditioned, repaired, or rebuilt. Defective parts must be made available to Juganu in exchange for the replacement part and shall become the property of Juganu.
 6. Further, the obligations of Juganu under this Limited Warranty are subject to the customer retaining the proof of purchase for the product available for inspection.
 7. Customer shall make claims under this Limited Warranty to Juganu promptly and not later than thirty (30) days after discovery and make available to Juganu (or representatives) adequate records of operating history for the product, at minimum the following information: name and/or type number of the product details of the (alleged) defect, including the number and percentage of failures, and date-code of failure, as applicable; the invoice date and, if performed by Juganu, the installation date of the product; and details of application, location, actual burning hours and number of switching cycles.
 8. This Warranty excludes labor and equipment required to remove and/or reinstall original or replacement parts.
 9. The Warranty will not apply in any of the following events: (a) the product is not stored, installed, operated, used or maintained in strict accordance with the specifications and/or product documentation, including without limitation, any case of abuse, negligence or misuse; (b) the product has been modified other than by Juganu; (c) the Product has been installed, repaired or serviced other than by qualified technicians of customer certified by Juganu and in accordance with Juganu's instructions; (d) attachments, features or devices are employed on or around the product that are not supplied by Juganu for such use or are not approved in writing and in advance by Juganu for such use, or improper matching of product components; or (e) non-conformity caused by factors external to the product, such as, for example, accident, freight damage, power surge damage caused by lightning and fluctuations in, or interruptions of, electrical power; (f) 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; (g) Improper wiring, installation, change of settings or maintenance of Products or any other electrical components that not performed by (or for) Juganu; Failure to adhere to installation, operating, application, maintenance, or environmental instructions or guidelines prescribed by Juganu or any other document accompanying the products, or applicable safety, industry and/or electrical standards or codes.
- With respect to any of the events listed above or any other event not covered under this Warranty, the customer shall indemnify and defend the Juganu, and its officers, directors, (the "Indemnitees") and hold them harmless from, any bodily injury, liabilities, claims, suits, judgments, losses, damages, fines, expenses or other costs (including reasonable attorney's fees) imposed upon or incurred by the Indemnitees in connection with any claim, alleged claim or demand of the customer or any other third party in connection with such event.
10. Juganu is not responsible for any costs and expenses incurred in connection with shipment of Product(s) to Juganu, but Juganu shall bear all cost and expense incurred in connection with shipment of replacement Product(s) to the customer.

11. The Warranty will not apply in any Force Majeure events. "Force Majeure" means any circumstances or occurrences beyond the reasonable control of Juganu, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Juganu 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 Juganu or by other third parties on which services rely (including connectivity and communication services) ; Any attempt at repair, alteration or modification not authorized by Juganu in writing.
12. JUGANU'S SOLE AND EXCLUSIVE LIABILITY TOWARDS CUSTOMER AND CUSTOMER'S SOLE AND EXCLUSIVE REMEDY FROM JUGANU IN CONNECTION WITH ANY DEFECTIVE PRODUCT IS AS STATED UNDER THE WARRANTY. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES EXPRESS OR IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE.
13. Customer shall provide to a Juganu's representative with on-site access to the Product for which Customer invokes this Standard Warranty, and, upon request, send any alleged Defective Product to Juganu for analysis. Customer shall obtain consent from Juganu with respect to the specifications of any tests it plans to conduct to determine whether a Defect exists.
14. Juganu may charge customer for the reasonable costs incurred by Juganu 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.
15. The Warranty shall not be extended, broadened, or otherwise affected by, and no obligation or liability shall arise of, Juganu providing any technical advice, information, or service to Customer or the customer in connection with the Product.
16. The Warranty is provided to the Customer only and shall not extend, expressly or by implication, to any other person or entity, including customers who purchased the Product from Customer and is not assignable or otherwise transferable.
17. This Warranty does not cover products provided free of charge or for testing / demonstration, POC (Proof of Concept) or evaluation purposes, unless otherwise listed in the agreement between the parties.
18. Juganu may modify this Limited Warranty from time to time, and any modifications will be effective for all orders placed on or after the effective date of such modification.
19. Juganu does not provide any warranty for any other product, including third party products and products not marked with the Juganu trademark or with other trademarks owned by Juganu. In respect of software, Juganu does not provide any warranty for any software that is not embedded in, or delivered with, any products by Juganu, even if Juganu refers to third party software in its Documentation.
20. For Products installed in tunnel applications that are located in areas where salt is used on the roads near the tunnel (e.g.: salting in wintertime), corrosion of Products is covered by warranty only in the event that Customer has purchased Products with Marine Salt Painting (or "MSP"), which is offered as an option to Customer.
21. The warranty is valid for Products with maximum ambient temperature of +50 °C. In case the maximum ambient temperature differs from Ta=50°C, it is stated on the product label located on the product and the documents located in the packaging with which the Product is delivered.