

GigaTera Warranty Policy

This document sets forth the warranty policy of the GigaTera(sales) organization ('GigaTera') from which you ('Purchaser') purchase your luminaires. This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions included in this document.

1. Limited Warranty

The warranty as described herein shall only apply to lighting products sold by GigaTera Inc. (referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from GigaTera(hereinafter referred to as: 'Purchaser'). GigaTera warrants that each Product will be free from defects in material and workmanship. The foregoing warranty shall be valid for the period mentioned in the applicable warranty policy for your Products. If a Product fails to operate or if a Product falls below seventy(70) percent of its total lumen output provided in the specification in accordance with this warranty, GigaTera will provide a free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

2. Warranty Period

Subject to the provisions as set forth in the warranty terms and conditions and as set forth hereunder, Purchaser receives the warranty for the applicable period, as described in Table 1.

Table 1. Warranty period by product

Product Category	Product	Warranty Period
LED Flood Lighting	SUFA-H, SUFA-M, SUFA-A, SUFA-X, SUMA, MAHA-Plus, MAHA, WAPA	5 years
LED Facade Lighting	SUFA-X-RGB, MAHA-RGB, WAPA-Green	
LED Bay Lighting	SEGA-High Power, SEGA-JP, SEGA, EFL, IBL-Plus, SORA	
LED Indoor Lighting	I-TUBE	3 years
LED Roadway Lighting	META(LT), SETA(LT), JETA, MINI(LT)	5 years

Note: The warranty period indicated in the table above is based on daily operation times of 12 hours or less.

The category and model names provided are based on the official website, www.gigateraled.com.

3. Terms and Conditions

GigaTera's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser within the applicable warranty period set forth in the warranty policy and upon examination GigaTera determines to its satisfaction that such Product failed to satisfy this warranty, GigaTera will, at its sole discretion, repair or replace the Product or the defective part thereof. For purposes of clarity, the intent to repair or replace the Product or the defective part thereof does not include any removal or reinstallation activities, costs or expenses, including without limitation, labor costs or expenses. If GigaTera chooses to replace the Product and is not able to do so because it has been discontinued or is not available, GigaTera may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification). No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of GigaTera, in any matter. This limited warranty only applies when the Product has been properly wired and installed and operated within the electrical values, operating range and environmental conditions provided in the specifications, application guidelines, IEC standards or any other document accompanying the Products. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify GigaTera in writing. GigaTera will facilitate the technical resolution of problems. Third party products sold by GigaTera are not covered under this warranty, except as indicated in section 6. This warranty does not apply to damage or failure to perform arising as a result of any Acts of God or from any abuse, misuse, abnormal use, or use in violation of any applicable standard, code, or instructions for limitations for usage contained in the latest safety, industry and/or electrical standards for the relevant region(s). This warranty shall be void in the event any repairs or alterations, not duly authorized by GigaTera in writing, are made to the Product by any person. The manufacturing date of the product has to be clearly readable. GigaTera reserves the right to make the final decision on the validity of any warranty claim. If requested by GigaTera, the non-conforming or defective Products shall become GigaTera's property as soon as they have been replaced.

4. Warranty Claim

To make a warranty claim, retain the failed product, invoice and notify GigaTera or its sales representative in writing within thirty (30) days of the failure.

To obtain limited warranty service, you must first obtain a Return Materials Authorization and shipping address by contacting GigaTera or any contacts with which your transaction of the product is related.

5. No implied or other warranties

The warranty and remedies contained in the terms of the limited warranty are the only warranties given by GigaTera for the Products and are given in lieu of all other warranties, whether express or implied, including limitations for warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed. These terms and conditions state GigaTera's entire liability and obligation to the Purchaser and the Purchaser's sole and exclusive remedy for defective or non-conforming Products supplied by GigaTera to Customer, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, as well as if GigaTera has been advised or is aware of such defects.

6. Limitations and conditions

This is a limited warranty and excludes, among other items, installation, providing access to products (scaffolding, lifts, etc.), and special, incidental and consequential damages (such as loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned), and is further defined by the limitations and conditions set forth in the respective warranty policy and these terms and conditions. Upon request, GigaTera's representatives have to be allowed to access the defective Product, system or application for verification of non-compliance. GigaTera cannot be held liable for 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 defined by relevant supply standards (e.g. EN 50160 norms). With respect to products sold to the Purchaser by GigaTera, but not bearing the GigaTera name or sub-brands, GigaTera makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make this available to the Purchaser upon request in accordance to the extent permitted by law and relevant contracts as well as the warranties of the manufacturer of the relevant product.

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