

## **5 YEARS LIMITED WARRANTY**

OKT Lighting USA warrants that each of its LED lighting fixtures (the “Product(s)”) that are purchased while this Warranty is in effect will be free from defects in materials and workmanship for the period of time specified in the table below (the “Warranty Period”). The Warranty Period runs from the date of original purchase from OKT Lighting USA.

If a Product fails to operate during the Warranty Period as a result of defects in materials or workmanship, OKT Lighting USA will, at its option, replace it with the same or like Product at no charge or will issue a credit which may be used by the purchaser

Additional Terms and Conditions:

1. This Warranty is effective for purchases of Product on and after the effective date set forth below. OKT Lighting USA reserves the right to modify this Warranty from time to time; any such modification shall be effective for all purchases made on and after the effective date of such revised Warranty.
2. This Warranty is extended only to the original purchaser of the Product from OKT Lighting USA, and is otherwise void.
3. OKT Lighting USA is not responsible for the labor costs or other expenses associated with Product removal or installation, including, without limitation, shipping costs incurred to return defective or nonconforming Products or any damages that may occur during the return of Products to OKT Lighting USA.
4. This Warranty is void if the Product is operated outside of its normal operating conditions or has been subject to accident, neglect, abuse, misuse or acts of God, or has been operated at excessive temperatures, and shall only be effective if the Product has been used, installed, operated and maintained in accordance with the manufacturer’s instructions.
5. This Warranty shall not apply to any Product which is used, installed, operated or maintained in violation of any applicable standard, code or instructions for use, including, without limitation, those contained in the Standards for Safety of Underwriters Laboratory, Inc. (UL); the National Electric Code (NEC); Standards for the American National Standards Institute (ANSI).

6. This Warranty does not cover any third-party products or devices used in conjunction with the Product.
7. In order to make a claim under this Warranty, customer must first contact OKT Lighting USA in writing email to sales@okt-led.com and obtain a Return Goods Authorization (“RGA”) number from OKT Lighting USA.
8. Repaired and/or replacement Products are warranted for the remainder of the failed Product’s original Warranty Period.
9. This Warranty shall only be effective if your purchase receipt for the Product is available for inspection by OKT Lighting USA, and a OKT Lighting USA representative has reasonable access to the failed Products. The representative shall also have the right to invite other manufacturers’ representatives to evaluate the lighting system components.
10. If an identical replacement Product is not reasonably available, OKT Lighting USA reserves the right, at its sole discretion, to replace the defective Product with a different product. OKT Lighting USA also reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the Warranty repair/replacement process.
11. This Warranty is limited to Products purchased in, and for use within, the United States.
12. This Warranty shall not apply to Products, parts, advice, assistance or service which OKT Lighting USA furnishes as a courtesy or for no fee.
13. In the event that LED’s fail to operate, such shall constitute a Product defect under this Warranty only if at least 20% of LED’s per-Product have stopped illuminating.
14. This Warranty does not cover any cosmetic Product defects, including without limitation, damage to the painted Product finish or other finish or coating. Nor does this Warranty cover any lumen drop-off or CCT (i.e. color temperature) variations experienced by a Product.
15. This Warranty is void if customer is in default on any portion of its payment obligations to OKT Lighting USA.
16. In the event that a customer intends to conduct any tests on any Product alleged to be defective or subject to this Warranty, the conditions of such test shall be mutually agreed upon by the customer and OKT Lighting USA,

in writing; the actual test shall be scheduled by mutual agreement; and OKT Lighting USA and its representatives may be present at any such tests.

17. Each and every provision of any applicable law, regulation, and/or clause which is required by any applicable law or regulation to be inserted into this Limited Warranty shall be deemed to be inserted herein, and this limited warranty shall be read and enforced as though it were included herein. 18. No agent, distributor or dealer is authorized to change, modify or extend the terms of this Limited Warranty on behalf of OKT Lighting USA.

Limitation of Liability:

THE FOREGOING WARRANTY IS EXCLUSIVE, AND IS THE SOLE REMEDY FOR ANY AND ALL CLAIMS, WHETHER IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. THE LIABILITY OF OKT Lighting USA SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL OKT LIGHTING USA BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, LABOR COSTS, REMOVAL OR INSTALLATION COSTS, DECREASE IN THE LIGHT OUTPUT OF THE LAMP, AND/OR DETERIORATION IN THE LAMP'S PERFORMANCE, WHETHER OR NOT OKT LIGHTING USA HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. UNDER NO CIRCUMSTANCES SHALL OKT LIGHTING USA'S ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ENSURE THE UNINTERRUPTED OPERATION OF PRODUCTS; OKT LIGHTING USA SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

This Limited Warranty gives you specific legal rights and you may also have other rights that may vary from state to state. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.

Warranties are non-transferable. Warranty terms and policies are subject to change without notice.

Jan,2021