

BALANCEDCARE™ BY AXIS LIGHTING

WARRANTY AND GENERAL CONDITIONS OF SALE

Limited Warranty

All BalancedCare™ by Axis Lighting products are tested and inspected before shipment to the customer (hereafter referred to as "Purchaser") and are warranted to be free of defects in material or workmanship for a period of five (5) years for LED products from date of shipment from our factory. Any such defective products will be repaired or replaced at the option of BalancedCare™ by Axis Lighting provided a written claim is made within this warranty period. BalancedCare™ by Axis Lighting will accept no charges for any labour, repair cost or transportation charges without BalancedCare™ by Axis Lighting's prior written authorization. BalancedCare™ by Axis Lighting retains the right to select the appropriate labour for warranty claims.

The responsibility of BalancedCare™ by Axis Lighting for any defective material is limited solely to the replacement or repair of the material and does not include any incidental or consequential damages which may be incurred. No warranty exists other than that included above. This warranty does not apply to products that have been modified, improperly installed, used in conditions or for purposes other than which they are intended. No person, agent or distributor is authorized to give any other warranty on behalf of BalancedCare™ by Axis Lighting. Purchaser shall convey with each LED product distributed to end users this MANUFACTURER'S LIMITED WARRANTY.

LED Warranty

See the LED Inclusions and LED Exclusions sections below for further details on LED warranty.

Components Warranty

Warranty provisions for LED fixtures and boards are provided by BalancedCare™ by Axis Lighting. Warranty provisions for LED drivers and electronic control gear (hereafter referred to as 'components') are provided by the component manufacturer. All components used by BalancedCare™ by Axis Lighting are those of recognized manufacturers. Claims for defective components should be made directly to the component manufacturer through their service centre. Labour charges for replacement of defective components will not be accepted by BalancedCare™ by Axis Lighting; they must be authorized by the component manufacturer.

Prices

All prices are subject to change without notice. Orders delayed or requiring shipment more than 6 months after the placement of initial order shall be subject to changes in price. Please note that all prices exclude lamps unless otherwise specified.

Quotations

Prices quoted are subject to change when approved drawings have been received and reviewed. Quotation prices are valid for thirty days unless otherwise agreed to in writing.

Additions and/or changes by the purchaser

Additions to orders already received and entered into production will be considered as new orders. Changes to orders released to production will not be accepted.

Design Changes

BalancedCare™ by Axis Lighting reserves the right to change design and/or specifications without prior customer notification.

Cancellation

All approved orders are considered non-cancelable unless written consent is issued by BalancedCare™ by Axis Lighting. A cancellation fee will be based on costs incurred by BalancedCare™ by Axis Lighting prior to our receipt of cancellation notice. No cancellation will be considered without a formal written request from the Purchaser.

Minimum Billing

Minimum billing is \$500.00 net. Replacement parts covered by warranty are exempt from this minimum charge.

Freight Allowance

Deliveries are F.O.B. factory. Freight is pre-paid by BalancedCare™ by Axis Lighting on shipments of products valued at \$5,000.00 net, and above, to all points in North America (except Alaska and Hawaii). Shipments of less than \$5,000.00 net value are subject to freight charges. Additional charges can apply for express, partial, or other shipments.

Claims

All products are shipped at Purchaser's risk. Responsibility for any product damage/failures incurred during shipment is transferred to the carrier upon pick up, and title passes to Purchaser upon delivery by us to carrier. All claims for damages or shortages in transit shall be made by the Purchaser directly with the carrier. All other claims, including those for quality failures, damages or missing parts, must be made in writing to BalancedCare™ by Axis Lighting within 30 days of receipt of shipment.

Returns

Products may be returned only with a written RMA (Return Material Authorization) from BalancedCare™ by Axis Lighting. RMAs are valid for 90 days from date of issue. Returned shipments must be prepaid and in the original cartons.

All returns are subject to a re-stocking charge (60% of sale price) plus any cost of reconditioning. (Minimum re-stocking fee is \$250.00 per order, or partial order, returned.) Once items are returned, applicable credits are issued after a processing period of up to 60 days. There will be no charge for re-stocking or shipment of products deemed defective in our material or workmanship when the authorized return is completed within the warranty period. Commissions voided for items returned (except for returned items deemed defective by BalancedCare™ by Axis Lighting). Custom fixtures are non-refundable.

Goods cannot be returned and orders may not be cancelled for failure to meet estimated shipping dates.

Terms

Net 30 days from date of invoice. Late payments are subject to a 2% service charge per month. All orders are subject to acceptance by BalancedCare™ by Axis Lighting and are contingent upon the ability to secure the necessary material and labor.

Estimated Shipping Dates

Shipping dates given are BalancedCare™ by Axis Lighting's estimates only and should not be considered a fixed or guaranteed date. BalancedCare™ by Axis Lighting shall not be held responsible for any damages, penalties or back charges of any kind resulting from delayed shipments or its inability to ship by the

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Estimated Shipping Dates

estimated date, unless otherwise agreed to in writing. Goods cannot be returned and orders may not be cancelled for failure to meet estimated shipping dates.

Limitations and Conditions

Products/Solutions should be used within their specifications (e.g. temperature, water ingress and other extreme conditions, indoor/outdoor, up-lighting/downlighting, etc.) and according to application guidelines. Warranty becomes void if the product is misapplied. Warranty will also be voided should the Purchaser fail to appropriately maintain their installation.

This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to BalancedCare™ by Axis Lighting instructions. Purchaser must notify BalancedCare™ by Axis Lighting in writing within 30 days of noticing the defect. BalancedCare™ by Axis Lighting cannot be held responsible for electrical supply conditions, including overvoltages, undervoltages and ripple currents that exceed the specified limits of the products and those defined by relevant supply standards.

Manufacturer reserves the right to make the final decision on the validity of any warranty claim.

LED Inclusions

BalancedCare™ by Axis Lighting warrants to the Purchaser that each LED product manufactured and sold by it will be free from defects in material and workmanship in its intended use (normal wear and tear excepted). BalancedCare™ by Axis Lighting warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with BalancedCare™ by Axis Lighting Returns section (as stated in the Warranty and General Conditions of Sale), including without limitation its Return Material Authorization provisions, within the applicable warranty period set forth above, and upon examination BalancedCare™ by Axis Lighting determines to its satisfaction that such product was defective in material or workmanship at the time of delivery to the Purchaser, BalancedCare™ by Axis Lighting will, at its option, repair or replace the product or the defective part thereof.

If BalancedCare™ by Axis Lighting chooses to replace the product and is not able to do so because it has been discontinued or is not available, BalancedCare™ by Axis Lighting may replace it with a comparable product.

Where defects in materials, manufacturing or design cause the product/solution failure, the product/solution shall be repaired or replaced (at BalancedCare™ by Axis Lighting's discretion) according to the most practical resolution for the customer as defined by After-Sales Service. Transport-related damage is also included in the policy and should be redeemable from our transport contracts.

Shipping related to resolving the warranty claim (products to the customer/site, samples back from customer/site to BalancedCare™ by Axis Lighting) is included in the agreed conditions.

LED Exclusions

This is a limited warranty, and excludes installation and consequential damages (such as loss of revenue/profits, damage to property or other extended costs not

LED Exclusions - next

previously mentioned), and is further defined in the Limitations and Conditions section above.

BalancedCare™ by Axis Lighting shall not be liable for any loss of use of the equipment, inconvenience, or any other damages, whether direct, indirect, incidental or consequential resulting from the use of this product, or arising out of any breach of this warranty. The limited warranty and remedies set herein are exclusive and in lieu of all other warranties whether statutory, express or implied including all warranties of merchantability and fitness for particular purpose and all warranties arising from course of dealing or usage of trade. No person, agent, distributor, dealer or company is authorized to change, modify or extend the terms of this limited warranty in any matter whatsoever.

BalancedCare™ by Axis Lighting will facilitate the technical resolution of problems, but does not warrant third-party products sold with the installation, unless a full back-to-back support agreement is made with the supplier. Unless expressly arranged through BalancedCare™ by Axis Lighting, third-party warranty coverage must be managed by the supplier offering the warranty, based on a contractual arrangement with the supplier.

For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any reinstallation costs, labor costs or other expenses.

This limited warranty does not cover the following:

1. Product failure caused by faulty power supplies, overheating caused by improper installation, omission of parts or misapplication.
2. Failure caused by fires, misuse, accidents, abuse, neglect, mishandling, misapplication, improper handling/installation incurred by the user/installer or Acts of God (such as lightning or fluctuations in electrical power).
3. Products which have been modified or have had the UL identification label altered, defaced or rendered illegible.
4. Product is left operating in conditions/requirements other than those mentioned in respective product brochures or user manuals.
5. The product has been serviced by personnel not authorized by BalancedCare™ by Axis Lighting.