

LIMITED WARRANTY FOR LED HORTICULTURAL PRODUCTS

This document sets forth the warranty policy of Vertically Urban Limited from which you purchase (“Purchaser”) your components (hereinafter: “VU”). This policy is applicable only to VU branded components (hereinafter “Products”) installed from 1 December 2021 onwards.

This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as attached to this document (hereinafter: “Warranty Terms and Conditions”).

This warranty policy only applies if referred to in a sales Quotation between VU and the Purchaser and replaces the standard warranty clause provided in the VU general terms and conditions of sale.

A. 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 the table hereunder.

Warranty for Horticulture LED products schedule

i. **Single Components**

PRODUCT	SPECTRUM	YEARS WARRANTY
Horti-Blaze	All Spectra	5
Horti-Blade	All Spectra	5
Horti-Blade Tunable	HBT01	5
Odyssey 100	All Spectra	5
Odyssey 300	All Spectra	5
Odyssey 600	All Spectra	5
Spectra Drive	N/A	5
EZ Control	N/A	2

ii. **Component in VU System**

system consisting of driver, connector and possibly dimming unit

B. SPECIAL CONDITIONS

- i. Warranty period starts from the installation date; limited to 6 months after the manufacturing date code.
- ii. Products have to be applied and used in accordance with VU’s specifications and installation guide.
- iii. Crop protection products, cleaning agents and/or other chemicals (e.g., pesticides, fungicides and insecticides) (“Agents”) cannot be used and/or applied in a location where Products are installed in concentrations above the values agreed with VU. Any breach of this condition will result in this warranty not being applicable to the Products.
- iv. Single component warranty applies for components independent of the brand or type of other components used in the system, provided the VU product is used in accordance with VU specifications and guidelines.
- v. System warranty only applies to the full VU system (as in datasheets/installation instructions).
- vi. Purchaser must identify individual returns with the invoice number and complaint information including installation date, usage conditions and fault description.
- vii. Compensation is ‘product for product’ for all confirmed failures; no minimum threshold applies; labour costs are not covered.

1. LIMITED WARRANTY

The warranty as described herein shall only apply to VU branded lighting products sold by VU (hereinafter referred to as "Product"). The warranty is only applicable to the party purchasing the products directly from VU (hereinafter referred to as: "Purchaser").

VU 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 as referenced to in your sales Quotation. If a Product fails to operate in accordance with this warranty VU will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

2. TERMS & CONDITIONS

- i. VU's warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set forth in the warranty policy and upon examination VU determines to its satisfaction that such Product failed to satisfy this warranty, VU will, at its option, repair or replace the Product or the defective part thereof, or reimburse Purchaser for the purchase price. For purposes of clarity, "repair or replace the Product or the defective part thereof" does not include any removal or reinstallation activities, costs or expenses, including without limitation labour costs or expenses.
- ii. If VU chooses to replace the Product and is not able to do so because it has been discontinued or is not available, VU may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
- iii. No agent, distributor or dealer is authorised to change, modify or extend the terms of the limited warranty on behalf of VU in any matter.
- iv. 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 VU in writing.
- v. VU will facilitate the technical resolution of problems. Third-party products sold by VU are not covered under this warranty, except as indicated in section 5.
- vi. 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 use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s).
- vii. This warranty shall be void in the event any repairs or alterations not duly authorised by VU in writing are made to the Product by any person. The manufacturing date of the product has to be clearly readable. VU reserves the right to make the final decision on the validity of any warrantee claim.
- viii. If requested by VU the non-conforming or defective Products shall become VU's property as soon as they have been replaced.

3. WARRANTY CLAIMS

All warranty periods mentioned are subjected to a VU representative having access to the failed product or system for verification of non-compliance. Guarantee claims have to be reported and returned to the local VU office within 30 days after discovery, specifying at least the following information (additional info may be required on request):

- i. Products failed; for System warranties, other components also used to be specified
- ii. Installation date and invoice date
- iii. Detailed problem description and number and % of failures, date-code of failure
- iv. Application, hours burned and switching cycles
- v. Where a warranty claim is justified, VU will pay for freight expenses. VU may charge Customer for returned Products that are not found to be defective or non-conforming together with the freight, testing and handling costs associated therewith.

4. NO IMPLIED OR OTHER WARRANTIES

- i. The warranty and remedies contained in the terms of the limited warranty are the only warranties given by VU with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed.
- ii. These terms and conditions state VU's entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by VU 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, even if VU has been advised or is aware of such defects.

5. LIMITATIONS & CONDITIONS

- i. 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.
- ii. Upon request, VU's representatives must be allowed to access the defective Product, system or application for verification of non-compliance.
- iii. VU 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).
- iv. With respect to products sold to the Purchaser by VU but not bearing the VU name or sub-brands, VU 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 available to the Purchaser upon request, but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.