

ANOLIS LIMITED WARRANTY

Robe Lighting s.r.o. ("Robe") provides this limited warranty to the original purchaser ("Purchaser") of Anolis-branded products ("Products") that the Products will be free from defects in materials and workmanship which cause the Product to fail to operate in accordance with the performance specifications as they exist at the time of purchase for a period of five **(5) years** (Limited Warranty Period).

If a valid claim is received by Robe; and within its sole discretion, Robe determines a defect has occurred within the Limited Warranty Period, at its option, Robe may:

- a) exchange the product with a new product or used product which is functionally and aesthetically equivalent to the original product, or
- b) repair the product at no charge, using new or refurbished parts, or
- c) refund the purchase price of the product.

If a defect arises during the first year of the Limited Warranty period, the customer shall assume the transportation expense and risk to Robe facilities, and Robe shall assume the transportation expense and risk returning the goods to the customer.

Limited Luminaire and Power-data Equipment Warranty: Robe warrants its luminaires and power-data equipment to be free from catastrophic failure that would cause the luminaires not to illuminate or the power-data equipment to not energize for a period of **two (2) years** from the date of delivery to the original purchaser. Robe also warrants its Product to be free from parametric failures - in accordance to L70B50 lifetime definition - when key electrical or optical specification parameters change more than that amount from initial values during the **two (2) year warranty period**. Limited Luminaire and Power-data Equipment Warranty may be extended to a period of **five (5) years** in such circumstances that the product is permanently installed in an environment acceptable for the Products specified use. Upon subsequent registration by email to WarrantyRegistration@AnolisLighting.com, Robe will validate the extended warranty period by return.

Limited Exterior Finish Warranty: Subject to all limitations and conditions herein, Robe warrants its Product's standard exterior finish for a period of **two (2) years** from the original purchase date, to be free from aesthetic defects including chipping, cracking and oxidation on over 80% of the Products surface. Robe also warrants its custom color finishes and harsh environment finishes to be free from aesthetic defects on over 80% of its surface for a period of one **(1) year**.

To present a claim against this warranty:

1. Contact the authorized Robe reseller from which you purchased the Product. In the event the authorized Robe reseller is no longer in business or otherwise unreachable, contact Robe Lighting s.r.o. or one of its Subsidiaries.

Email: technical@robe.cz

Address: Robe Lighting s.r.o.
Hazovice 2090
75661 Roznov pod
Radhostem Czech Republic

2. Receive a return material authorization ("RMA") number.
3. Return the Product to the address instructed with a copy of the RMA number.
4. No Product will be accepted without a RMA number.
5. All product must be shipped complete with all original parts together with attached components and accessories. Product must be shipped in its original or comparable packaging. Robe reserves the right to charge for new and suitable packaging for its return if deemed necessary.

What is not covered:

The Limited Warranty does not cover:

- a) Any Products that have not been properly handled, stored, wired, transported, installed, operated, and maintained in accordance with applicable Specifications. Installation shall be improper if not completed in accordance with the instructions or restrictions prescribed by Robe and all applicable codes and standards in the jurisdiction in which installation occurs.
- b) Products that have been used with any third-party components – not supplied directly by Robe - integral to the operation of the Products. Whether a component is integral to the operation of the Products shall be determined solely by Robe.
- c) Any product that has been repaired or serviced by a non-authorized representative of Robe.
- d) If the Product, in Robe's sole judgement, has been subject to modification, tampering, faulty installation, lack of reasonable care, abuse, or misuse of any kind.
- e) Damages that occur during shipping.
- f) Damages due to operation outside of designed working and storage environments, power surges, fluctuations and interference, and external peripheral devices.

- g) Damages or failure to perform arising as a result of any acts of God, such as floods or fire.
- h) Operational adjustments to the product that are not covered or permitted in the Product documentation.
- i) Refurbished Products or any Product purchased at a reduced cost, whereas a reduced warranty period is expressly stated.
- j) Installation, or removal of the Product for repair, troubleshooting, re-installation or any costs associated therewith (including shipping costs).
- k) Any third-party accessories that are not manufactured by Robe are excluded from this warranty but may be covered by a third-party manufacturer. Such third-party manufacturer shall be solely responsible for the costs related to any claims associated with any such accessories.
- l) Any other party property attached to Anolis branded equipment returned with a warranty claim. Robe has the right to remove the product and will not be responsible for its return.

Disclaimer of other Warranties: This Warranty is the only Warranty given by Robe with respect to the Products and the sole remedy for any and all claims, in contract, in tort, or otherwise arising from the failure of the Products and is given in lieu of all other warranties, express or implied, including but not limited to, warranties or merchantability or fitness for a particular purpose, which warranties are hereby expressly disclaimed.

Indemnification: Customer will at all times defend, indemnify and hold harmless Robe and its officers, directors, shareholders, employees, accountants, attorneys, agents, affiliates, successors and assigns from and against any and all damages, injuries (including death), liabilities, costs and expenses, including reasonable legal fees and expenses arising out of or related to third party claims, actions or demands arising out of or related to any (i) breach of any provision in this Limited Warranty by Customer or End User or (ii) improper or negligent installation or use, or unauthorized repair, or integration into another lighting product, of a Product by Customer or End User (or its agents). Customer shall not settle, compromise, or consent to the entry of any judgement with respect to any pending or threatened claim without Robe's consent unless the settlement, compromise or consent provides for and includes an express, unconditional release of all claims, damages, liabilities, costs and expenses, including reasonable legal fees and expenses, against Robe.

Limitation of Liability: Purchaser's exclusive remedy for any nonconformity or defect in any product, or mis-use of any product, shall be only as explicitly set forth herein. Under no circumstances shall Robe's aggregate liability arising out of or in connection with a defective product, in contract, tort, or otherwise, exceed the purchase price of the product to which such liability relates. In no event shall Robe be liable for special, incidental, consequential, indirect, or compensatory damages, including, without limitation, damages resulting from loss of use, profits, business, or goodwill even if Robe was advised of or was otherwise aware of the possibility of such damages.

Applicable Law: This Limited Warranty shall be governed by and construed in accordance with the laws of the Czech Republic; and the parties submit to the exclusive jurisdiction of the courts in the Czech Republic.