

TWINKLY LEGAL WARRANTY

LEGAL WARRANTY POLICY FOR TWINKLY PRODUCTS LIMITED EUROPEAN ECONOMIC AREA, UNITED KINGDOM AND SWITZERLAND

This warranty policy (“**Warranty Policy**”) specifies the standard terms and conditions on warranty for the sale by Ledworks S.r.l. (“**Ledworks**”) or by its authorized resellers (“**Reseller(s)**”) of LED light products bearing the Twinkly trademark (“**Product(s)**”).

Only the original purchaser that purchased Products directly from Ledworks or through a Reseller can derive any rights from this Warranty Policy (“**Customer**”).

This Warranty Policy applies only to Products purchased within the territory of European Economic Area, United Kingdom and Switzerland (“**Territories**”) on or after January 1st, 2022.

Pursuant to EU applicable law, conformity defects exist where a Product is not suitable for the use for which products of the same type are generally intended, if it does not comply with the seller’s descriptions in terms of quality or performances, or if it lacks the typical quality and performance of a product of the same type, which the consumer can reasonably expect, keeping in consideration the nature of the product (“**Defect**” or “**Defective Product**”).

1. Warranty coverage

Ledworks and the Reseller guarantee that each Product, at the time of purchase, was free from assembly or manufacturing defects.

The Products are covered by a statutory legal warranty of conformity of at least twenty-four (24) months from the date of purchase (“**Warranty Period**”). The warranty protects the Customer in case of faulty or malfunctioning Products, or Products that are not compliant with the use declared by Ledworks or the Reseller or for which the Product is generally intended.

The Warranty Period may vary by country and is subject to the conditions set forth in the country of original purchase, in order to comply with applicable

law. Where permitted by law, the warranty is only valid in the country of original purchase.

The warranty acknowledged is valid for the first owner of the purchased Product.

2. Warranty conditions

If the Customer discovers that the Products are affected by a Defect, the Customer can:

- in the event of direct purchase from Ledworks, contact Ledworks’ customer support service through <https://help.twinkly.com/en/help>;
- in the event of purchase from a Reseller, contact the Reseller or go to the Reseller’s store where the Product was purchased.

To apply the warranty, the Customer shall present the details of the Defect, the Product serial number, along with the proof of purchase (tax receipt or bill or sale invoice in case of purchase online) available for inspection.

The Customer has the right to ask Ledworks or the Reseller to do any of the following without any charge:

- repair the Product,
- replace the Product,
- reduce the price of the Product,
- cancel the sales contract and provide reimbursement in full.

3. Warranty limitations

Neither Ledworks nor the Reseller will have obligations under this Warranty Policy if the alleged Defect is found to have occurred as a result of any of the following:

- a) any Force Majeure events. “**Force Majeure**” means any circumstances or occurrences beyond the reasonable control of Ledworks, whether or not foreseeable at the time of concluding the agreement for the sale of the Products, as a result of which Ledworks cannot reasonably perform or execute its obligations, including, without limitation, acts of God, natural catastrophes including

- earthquake, lightning, hurricane, typhoon, flooding or volcanic activities or extreme weather conditions, strikes, lock-outs, war, terrorism, political situation, civil unrest, riots, sabotage, vandalism, industry-wide shortages, breakdown of plant or machinery, fault or loss of electricity supply, cyber attacks and hacking or non-performance by suppliers of Ledworks or by other third parties on which services rely (including connectivity and communication services);
- b) 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 set or defined by relevant supply standards for the Product;
 - c) improper wiring, installation, change of settings or maintenance of Products or any other electrical components such as drivers not performed by (or for) Ledworks;
 - d) failure to adhere to installation, operating (such as specific tolerance on flux and system power), application, maintenance, or environmental instructions or guidelines prescribed by Ledworks or any other document accompanying the Products, or applicable safety, industry and/or electrical standards or codes;
 - e) failure to use the Products for the purposes for which they were designed;
 - f) the Products being subject to corrosive environments, excessive wear and tear, neglect, carelessness, accidents, abuse, misuse, improper or abnormal use of the Products;
 - g) any attempt at repair, alteration or modification not authorized in writing by Ledworks;
 - h) use of LED products that does not take into account the application instructions concerning potential pollution (VOIC) or cleaning.

4. Modifications

Ledworks may modify this Warranty Policy from time to time, and any modifications will be effective for all purchases made on or after the effective date of such modification.