

TWINKLY STANDARD WARRANTY

STANDARD WARRANTY POLICY FOR TWINKLY PRODUCTS LIMITED UNITED STATES OF AMERICA AND CANADA

This Standard Warranty (“**Warranty Policy**”) specifies the standard terms and conditions on warranty for the sale, by Ledworks S.r.l., of LED light products bearing the Twinkly trademark (“**Product(s)**”). Ledworks provides no warranty for any other products, including third-party products and products not marked with the Twinkly trademark or marked with other trademarks owned by Ledworks.

Only the purchaser that has purchased Products directly from Ledworks or through a dealer or third-party representative can derive any rights from this Warranty Policy (“**Customer**”).

This Warranty Policy applies only to Products purchased within the territory of United States of America and Canada on or after April 1st, 2022.

1. Warranty coverage

Subject to this Warranty Policy (including exclusions, limitations and conditions stated therein), Ledworks warrants to the Customer that the Products will be free from Defects for the limited warranty period of 12 (twelve) months (“**Warranty Period**”). Unless confirmed otherwise by Ledworks, the Warranty Period starts on the date of delivery of the Product.

For the purpose of this Warranty Policy, a “**Defect**” or “**Defective Product**” means a Product that has a defect in material or workmanship which causes the Product to fail to operate in accordance with the specifications provided by Ledworks, with consideration given to the overall performance of the Product.

The Product shall be considered defective only if more than 1 (one) LED components fail for such Product.

2. Warranty conditions

In order to be entitled to make a valid claim under warranty, the Customer shall promptly notify Ledworks in writing of any alleged Defective Product prior to expiration of the Warranty Period for

such Product.

In cases other than direct purchase from Ledworks, the warranty service shall be managed by the dealer or representative from whom the alleged Defective Product was purchased, and the Defective Product shall be returned by the Customer according to the terms set out in the dealer or representative’s return policy. Only if the Customer makes a claim after the expiration of the return period set out in the dealer or representative’s return policy expired will Ledworks be responsible for the warranty management service. Moreover, the obligations of Ledworks under this Warranty Policy are subject to the following conditions:

- a) the Customer shall keep proof of purchase for the Product available for inspection;
- b) the Customer shall make claims under this Warranty Policy to Ledworks promptly and no later than thirty (30) days after discovery, and make available to Ledworks (or dealers/representatives) adequate records of operating history for the Product, at minimum the following information:
 - name and/or type number of the Product;
 - details of the (alleged) Defect, including the number and percentage of failures, and datecode of failure, as applicable;
 - the invoice date and, if installation was performed by Ledworks, the Product installation date; and
 - details of application, location, actual burning hours and number of switching cycles.

The obligations of Ledworks under warranty will be limited, at the option of Ledworks, to within a reasonable time, either repair or provide a replacement product for the Defective Product Repairs, replacements or remedies will not extend or renew the applicable Warranty Period. Ledworks is entitled at its option to replace the Defective Product(s) covered by warranty with a product that has minor deviations in design and/ or specifications which do not affect the functionality of the Product

and/or with a certified refurbished products.. Ledworks may charge the Customer for the reasonable costs incurred by Ledworks in relation to an alleged Defect or returned Product(s) that are found not to be a Defect, including for reasonable freight, testing and handling costs.

(De)mounting, (de)installation, removal and replacement of Products, structures or other parts of the Customer's facility, decontamination, and re-installation of (Defective) Products are not covered by the warranty provided hereunder. The Customer will be responsible and shall bear the costs for these activities, including costs of access for remedial warranty efforts by Ledworks.

The Customer shall give a Ledworks representative on-site access to the Product for which the Customer invokes this Warranty Policy, and, on request, send the alleged Defective Product to Ledworks for analysis.

3. Warranty limitations

Ledworks will have no 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, accident, abuse, misuse, improper or abnormal use;
- 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.

This Warranty Policy constitutes the entire agreement regarding warranty for any Defective Products and supersedes all prior statements or communications (oral and written) to the Customer regarding the Products. To the fullest extent permitted by law, the warranties contained herein are the only warranties given by Ledworks 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 Ledworks expressly disclaims. The Customer shall not rely on any other information, from Ledworks or other sources, or generally known (industry) facts, regarding the Products or their performance and/or lifetime. The sole and exclusive remedy for the Customer in connection with any Defect will only be as explicitly stated in this Warranty Policy.

4. Modifications

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