

Warranty Policy

This warranty policy shall only apply to products supplied by CoolLED on a commercial basis and does not, and will not, cover or otherwise be deemed to include any products, services or goods supplied by CoolLED which are provided: i) as prototypes; ii) as samples; iii) on a trial basis; iv) for evaluation purposes; or v) anything analogous to the basis of supply set out in (i) – (iv) inclusive. CoolLED shall endeavour to classify any such product supplied on the above basis within a purchase order, delivery slip, or otherwise – but CoolLED's failure to do so shall not cause such product to be subject to the terms of this warranty policy in any event, and the context and nature of such supply, and CoolLED's intent in respect of the same shall be the sole determining factor.

1. The Warranty Period for CoolLED products is:
 - 1.1. 36 months from the date of despatch of all CoolLED products other than those which have a 340 nm wavelength LED installed;
 - 1.2. 36 months from the date of despatch for all components other than the 340 nm wavelength LAM which is 36 months from the date of despatch or 3000 hours use whichever is the sooner
 - 1.3. 12 months for any non-proprietary products, or other products which are not manufactured by CoolLED and in each case which are re-sold by CoolLED; and
 - 1.4. 12 months from the date of despatch for customised products, unless and until a formal supply agreement is executed between CoolLED and the Buyer which expressly provides for different warranty terms, in which case the terms of such supply agreement shall prevail.
2. Subject to the Buyer's compliance with the process, timings and notice requirements in this Warranty Policy, and in this clause 2:
 - 2.1. provided that the Buyer has given written notice to CoolLED within 7 days of be aware of a defect within the Warranty Period, any product which has clearly become defective due to:
 - 2.1.1. clear defects in the materials used by CoolLED in the product; or
 - 2.1.2. clear defects in the manufacturing workmanship and manufacturing process by CoolLED of the product,then CoolLED shall at its sole option and election implement the process set out in clause 2.2.
- 2.2. Where CoolLED accepts that there is a valid warranty claim under clause 2.1, CoolLED shall:
 - 2.2.1. try to repair or replace the defective product (in whole or in part); or

- 2.2.2. where such claim is made during the initial 12 months of the Warranty Period (the "**First Period**") refund a sum equal to the net invoiced value of the defective product on a date to be confirmed in writing by CoolLED that the warranty claim is valid.
- 2.3. During the Warranty Period from 12 months after despatch until the end of the Warranty Period (the "**Second Period**"), the same process above shall apply, however in respect of the remedies under clause 2.2, the right to a refund under clause 2.2.2 shall not be applicable during the Second Period, and CoolLED's obligation (and Buyer's right) shall solely be to comply with clause 2.2.1 only.
- 2.4. For any warranty claim made under clause 2.1 or where the process set out in clause 2.2 is to be applied the Buyer must return the defective product to CoolLED within 14 days.
- 2.5. Failure to comply with the terms of this clause 2 by the Buyer shall render and cause the warranty, and CoolLED's obligations in respect of the same, void and invalid and the Buyer will be charged, and liable to pay, for any replacement product supplied and shall not be entitled to any refund hereunder.
- 2.6. In respect of any products which are repaired or replaced under this clause 2, the Warranty Period will continue from the date of despatch of the original light source, and for clarity shall not reset nor shall be deemed to restart from the date of the replacement or repaired product being despatched.
3. This warranty is only valid if defects have occurred during normal and proper operational use in accordance with CoolLED's published specifications or if appropriate, to any written specifications accepted in writing by CoolLED and this warranty does not cover and nor shall CoolLED be responsible for or liable for any claim relating to:
- 3.1. defects caused as a result of combining, integrating or otherwise incorporating the product with any other product, machine or equipment, where but for such combination or incorporation the defect would not have arisen;
 - 3.2. consumable parts (including but not limited to batteries);
 - 3.3. damage caused by accident, abuse, mis-handling, misuse, fire, liquid contact, or other external cause;
 - 3.4. damage caused by operating the product outside the CoolLED's published guidelines or documentation;
 - 3.5. defects caused by normal wear and tear or otherwise due to the normal aging of the product;
 - 3.6. defects which CoolLED considers to be due to faulty or inadequate maintenance or handling by the Buyer or an agent of the Buyer;
 - 3.7. defects due to adverse environmental conditions;

- 3.8. defects due to alterations carried out without CoolLED's prior authorisation in writing.
4. The Buyer warrants that the products, services, designs, specifications or other information provided by the Buyer or its representatives to CoolLED are free from defects.
 5. Labour, materials and expenses are billed to the Buyer at the rate in effect at that time for any repairs or products supplied not covered by this warranty.
 6. If the supply of product includes any computer hardware or software purchased by CoolLED from third parties, CoolLED's sole obligation is limited to using reasonable endeavours to transfer, where possible and practicable, to the Buyer or otherwise procure that the Buyer may benefit from any warranty rights that CoolLED may have in relation to such hardware or software.
 7. The responsibility of CoolLED is limited to the obligations set out in this warranty in respect of products delivered under the Buyer's order or in replacement therefore. It is expressly agreed that under no circumstances shall implied or tacit warranty be granted by CoolLED.
 8. CoolLED shall only be liable and responsible for its obligations under this warranty policy in respect of its products, and CoolLED shall not be liable for any costs, losses, damages or otherwise which may be incurred by the Buyer in respect of any other equipment, hardware or products – irrespective of whether the CoolLED product forms a component of the same, and CoolLED shall only be responsible for, liable for, and obliged to adhere to its obligations under this warranty policy in respect of the CoolLED supplied proprietary products.