



# Warranty

# **Policy for Outdoor LED Luminaries Drivers**

This document sets forth the warranty policy of the MOSO (sales) organization ('MOSO') from which you ('Purchaser') purchase your professional LED drivers. This policy is applicable only to MOSO branded professional LED drivers ('Products') purchased as from 1<sup>st</sup> September 2016.

This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions included in this document.

This warranty policy only applies if referred to in a sales agreement between MOSO and the Purchaser and it will replace the standard warranty clause provided in the MOSO 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 section B. hereunder.

\* Please check with your local MOSO representative to determine which product is categorized in which warranty class.

Product Series	Warranty	Warranty not covered if the driver is damaged by
LDP Series	5 Years Standard	Mistake use.
LTP Series	5 Years Standard	Lightning shock beyond the specification stated in datasheets.
LSV Series	5 Years Standard	
LHP Series	5 Years Standard	
LCP Series	5 Years Standard	

#### B. Special Conditions outdoor lighting

- This warranty applies to all outdoor LED drivers, except for specific projects which is stated clearly the contract will follow other warranty terms. The warranty for these products is outlined in B.2.
- The warranty period starts on the date of invoice.
- The warranty period is based on max. 4,000 hrs/year working hours.
- The warranty is only valid for products within maximum ambient temperature stated in datasheet.
- The warranty is only valid for maximum two switching per day.
- Dimming and application of network control systems have no influence on the warranty period.
- There will not start a new warranty period in case of repair or replacement of the product after approved claim.
- By default, the customer receives the mentioned 'standard warranty'. On request, a lifecycle service package can be agreed upon after evaluation of the specific application conditions.
- The warranty is only applicable when the product is properly handled, installed and maintained according to our instructions written in the installation instructions of the product, and taking into account the specific tolerances on system power, as mentioned in the product documentation available on the MOSO website.

#### C. Summary of the Warranty Terms and Conditions (non-exhaustive)

- This warranty is valid for products sold in all countries.
- The Products have been properly installed and operated in accordance with the manufacturer's instructions.
- Adequate records of operating history are kept and available for inspection by MOSO.
- A MOSO representative will have access to the defective Products. If the Products or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting systems.
- The Products have been purchased directly from a MOSO (sales) organization including its authorized distributors.
- Proof of purchase for the Products is available for inspection by MOSO.



• Labor costs for reinstallation of the Products are not covered under this warranty.

#### 1. Limited Warranty

The warranty as described herein shall only apply to MOSO branded LED driver products sold by MOSO or its authorized distributors. (herein after referred to as 'Product').

The warranty is only applicable to the party purchasing the products directly from MOSO or its authorized distributors. (hereinafter referred to as: 'Purchaser').

MOSO 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 agreement. If a Product fails to operate in accordance with this warranty MOSO 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 and Conditions

• MOSO 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 MOSO determines to its satisfaction that such Product failed to satisfy this warranty, MOSO 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, labor costs or expenses.

- If MOSO chooses to replace the Product and is not able to do so because it has been discontinued or is not available, MOSO may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
- No agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of MOSO, in any matter.
- 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 MOSO or its authorized distributors in writing.
- MOSO will facilitate the technical resolution of problems. Third party products sold by MOSO are not covered under this warranty, except as indicated in section 5.
- 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).
- This warranty shall be void in the event any repairs or alterations, not duly authorized by MOSO in writing, are made to the Product by any person. The barcode of the product which is printed on each Product label has to be clearly readable. MOSO reserves the right to make the final decision on the validity of any warrantee claim.
- If requested by MOSO, the non-conforming or defective Products shall become MOSO property as soon as they have been replaced.

## 3. Warranty Claims

All warranty periods mentioned are subjected to a MOSO 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 MOSO office within 30days after discovery, specifying at least the following information (additional info may be required on request):

- Details of the failed Products, also details of other components used.
- Installation date and invoice date.
- Detailed problem description, number and % of failures, date of failure.
- Application, hours burned and switching cycles.
- Where a warranty claim is justified, MOSO will pay for freight expenses. MOSO 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

- The warranty and remedies contained in the terms of the limited warranty are the only warranties given by MOSO with respect 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.
- These terms and conditions state MOSO entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by MOSO 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 MOSO has been advised or is aware of such defects.

#### 5. Limitations and conditions

- 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.
- Upon request, MOSO representatives have to be allowed to access the defective Product, system or application for verification of non-compliance.
- MOSO 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).
- With respect to products sold to the Purchaser by MOSO or its authorized distributors, but not bearing the MOSO name or sub-brands, MOSO 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.