

BUCK doo, Milorada Jovanovica 9, 11147 Belgrade, P.O. Box 2, Serbia (Manufacturer) provides for interior and exterior luminaires the following

## 5-Year Manufacturer's Warranty for BUCK Products

BUCK doo warrants to the Buyer that the products manufactured by BUCK and shipped to the Buyer under the BUCK brand are free from any defects in material and workmanship, in accordance with the terms and conditions set out herein below.

- 1. If BUCK determines that the claim is covered by this warranty, BUCK shall remedy any such defects, claimed in this respect, within the warranty period of 5 (five) years from the invoice date of the original purchase from BUCK dispatch note date, whichever is issued earlier. This warranty applies only to the first Buyer of the BUCK products; in case of eventual resale, it is not transferred to any subsequent buyers. However, in case the subsequent Buyer is the end user, BUCK may agree with the first Buyer to apply this warranty also to the end user. This warranty is only valid for products sold in Europe. In other regions, other conditions may apply.
- 2. This warranty may be applied only if delivered products are paid in accordance with the payment terms and conditions. The warranty applies exclusively under conditions that the products are installed, used, and maintained in accordance with the technical specifications indicated on the product marking, with the instructions provided with the product (installation instructions, data sheets, product leaflets, etc.), and with the standards in force. The product must not be exposed to any mechanical and/or chemical stress or strain that is not in accordance with its intended purpose. The damages and faults caused by natural disasters or force majeure like fire, earthquake, or weather-related influences, etc., cannot be ascribed to defective items or the product's manufacturing process. No agent, distributor, or dealer is authorized to change, modify, or extend the terms and conditions of this warranty on behalf of BUCK.

- 3. The warranty covers material, design, or manufacturing faults and applies to the entire product, excluding batteries, consumables, normal wear and tear parts, software defects, viruses, and similar. A nominal failure rate of 0.2 %/ 1,000 operating hours in the case of electronic components (such as electronic control gear and LED) is permissible and does not fall under the warranty. During the Warranty Period and subject to all conditions and limitations contained in this warranty, the luminous flux will be maintained at a level mentioned in the relevant datasheet for the subject product. A new LED module's light flux and performance are subject to a tolerance of +/- 10%. Due to technical progress and changes in the luminous flux and light color of products caused by their use, subsequent deliveries of LED modules may have light properties deviating from those of the original products.
- 4. This warranty is subject to verifiable compliance with the following limitations and conditions:

- The products are installed, used, and maintained in accordance with the technical specifications indicated on the product marking, with the instructions provided with the product, and with the standard in force, and the product does not show any damage or signs of wear caused by any use deviation.

- The products have not been altered or treated in any way that is not previously authorized by BUCK in writing. The warranty expires immediately if the Buyer or third party makes or performs any alteration or repairs without prior written approval from BUCK. The product must not be exposed to any voltage, mechanical, and/or chemical stresses or strains that are not in accordance with its intended purpose. The temperature range where the product is used shall be according to the intended use as it's specified in data sheets unless otherwise specified in the product documentation.

- No modifications deviating from the product's condition and form at delivery (e.g., exchange of electronic control gear for third-party electronic control gear, fitting of control components) are permissible, and installation must be carried out exclusively by technically qualified personnel in accordance with the instructions for installation

- The products built according to the Buyer's specifications (customized products) and commodity goods (goods without label/brand "BUCK" defined for resale) are hereby excluded.

- Extreme ambient conditions, such as coastal areas or deserts shall be subject to a written agreement with the manufacturer prior to installation. Only with such an agreement can a warranty be provided for such areas.

5. The warranty shall be honored in such a manner that, in BUCK's sole discretion, the product or the faulty components thereof shall be repaired or replaced by identical or equivalent replacement products within a reasonable time, depending on the kind and quantity of claimed products. In case of BUCK's request, his representatives shall be granted the right to access the claimed defective product prior to its disassembly and to the power grid to which the product was connected for verification.

In case of repair or replacement, BUCK reserves the right to deviate from the original product because of technical progress and make a minor justifiable deviation in respect of the product's design and features. A warranty on the replacement products and/or parts shall be provided for the residual warranty period, subject to these terms and conditions.

In particular, the warranty does not cover, and BUCK is not liable for: loss caused by breakage, loss of profit, any other indirect or direct consequential loss, expenditure incurred in vain, fitting, and dismantling costs, the cost of auxiliary resources for exchanging, etc.

6. In case of a warranty claim, the form available at:

<u>https://buck.lighting/downloads/service/complaintform</u> shall be filled in, or in another written form with proof to be sent to BUCK, to obtain all necessary information. The Customer should notify BUCK of a possible claim within thirty (30) calendar days from discovery of the defect or damage, for timely valid expertise. In any event, it should be within the Warranty Period, and to give in such notification the details of the defect or damage, including without limitation:

- Name, type, model, and serial numbers of the defective products;
- Copy of the invoice and installation date;
- Detailed problem description;
- Environment circumstances under which the products have been used.

The Customer may ship a claimed product back to BUCK only upon "Return Material Authorization" (RMA) in writing, issued by BUCK in the section at Complaint Sheet, for a claimed product. BUCK is only relevant, and his representatives are competent to determine if claimed products will be covered by this warranty. The warranty claims do not include costs for dismounting, mounting, transport, and travel costs as well as storage and transport risks. If after issuance of an RMA, BUCK determines that the Buyer has no warranty protection for the products shipped under the RMA, then BUCK is entitled to charge the Buyer the costs that it incurs in inspecting the products or parts pass into the ownership of BUCK. For the products replaced at the Buyer's location, BUCK shall decide if the replaced products will be returned to BUCK or left to the Buyer.

- 7. The warranty is not to be construed as giving rise to any other claims by the Buyer or user against BUCK, including to any claims for damages. Liability from this warranty shall be limited at the purchase price of the products affected.
- 8. The legal relations, interpretation, and all the issues in connection with this warranty shall be governed by Serbian law. Any potential disputes regarding the warranty shall be settled by the Permanent Arbitration at the Serbian Chamber of Commerce in Belgrade by application of its Rules. The decision of this Arbitration shall be final and binding for both parties.
- The warranty and its terms and conditions are effective and in force starting January 1<sup>st</sup>, 2014.
  BUCK reserves the right to amend these terms and conditions. Such amendments shall not affect previous purchases, to which shall be applied Warranty provisions, valid on the day of purchase.

The last revision of the Warranty was made on November 1<sup>st</sup>, 2022.