



FIVE YEAR COLOR CONSISTENCY AND LUMEN MAINTENANCE WARRANTY

1. VALIDITY

A "5 Year Color Consistency and Lumen Maintenance Warranty" shall only be confirmed in writing by Xicato according to the terms stated herein. This warranty, if effective, replaces the "Standard Warranty" as described in 8(a) of Xicato's Terms and Conditions of Sale (the "Terms of Sale") where such sale has occurred on or after January 1, 2013 and shall be incorporated into and governed by such Terms of Sale.

2. PRODUCT WARRANTY

Xicato warrants to Customer that under standard Xicato operating conditions as specified in Product datasheets and in use with the luminaire thermally validated by Xicato as provided below, the Product will, for a period of 5 years after installation but not more than 5 years and 3 months after the shipment date of the Product, conform to the following specifications:

- a. Flux output >70% as compared to the Product's performance as of the date of manufacture;
- b. Color consistency between Products in a population of Luminaires in a single contiguous visual space viewable from any location within that space that differs less than .003 in $\Delta u'v'$ on the 1976 CIE Chromaticity Diagram.

3. CONDITIONS AND OPERATING ENVIRONMENT

- a. Luminaires, as well as any subsequent changes to the Luminaire other than with respect to the color of the fixture and trim, are required to have been thermally validated by Xicato pursuant to the Xicato Thermal Validation Program as described in the Product Datasheet Proof of such validation shall have been provided by Xicato to Customer in writing.
- b. Operational environment of the fixtures in the space shall not exceed the maximum sustained specifications as defined in the Thermal Validation Report.
- c. Performance tolerances will be as defined in Xicato's Product Datasheet.
- d. Unless a 3rd party is approved by Xicato in writing, all measurements of degradation will be performed by Xicato and calibrated against NIST.

4. OBTAINING WARRANTY PERFORMANCE

- a. To make a warranty claim, the relevant End-user must: notify Customer of the non-conformance during the applicable warranty period in writing, describing the non-conformity, stating the End-user's name, address of installation, type and number of fixtures and approximate date of install. Customer will provide written notification to Xicato of any non-conformance information within 30 days of being notified by such End-user.
- b. BEFORE ANY FIXTURES ARE REMOVED, a site visit will be scheduled by Customer with End-user and, if necessary, representatives of Xicato, within 3

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weeks of receiving the written notification. At the site visit, 2 complete fixtures shall be identified by those present representing the 2 most extreme color- or lumen- differences within the contiguous visual space. All fixtures and their drivers shall be removed without disassembling the fixture itself or disconnecting the driver and shall be sent to Xicato to confirm the failure of the Product (as opposed to driver or other possible components). Shipment cost and the cost to install 2 new fixtures to replace the ones being returned will be covered by Xicato if the warranty claim is approved.

- c. Once received, Xicato shall investigate the non-conformity to determine whether the warranty claim is valid and shall issue a report in writing within a reasonable period of time that either confirms or denies the warranty claim and the reasons for such decision.
- d. If the claim is determined to be valid, Xicato shall, at its discretion, determine the number of Products which should be replaced in order to restore the “lit effect” to the space in question.

5. REPLACEMENT WARRANTY

The new or repaired Xicato Products, shall be warranted for the same flux degradation and color consistency performance as the original warranty, but only until completion of the original underlying warranty period. Replacement shall not result in a new warranty period, nor shall the original terms of this warranty be extended. Xicato will deliver a Product that meets the original form factor and mechanical/optical interfaces provided that Xicato has the exclusive right to change the electrical characteristics of that Product as long as it is compatible with the existing driver.

6. EXCEPTIONS

The above warranty does not extend to:

- a) Product failure or defect that results from or in connection with the design, installation, use or failure of any equipment of system that is not provided by Xicato or to damage to the Product from any other cause that, in Xicato's reasonable determination, is not in Xicato's control,
- b) Products where the operational temperature exceeds the specified case temperature (T_c) which could be evidenced by a sticker affixed to the Product,
- c) Label, serial number, temperature indication sticker or any other marking has been altered, removed or made illegible.
- d) Product that has been manipulated, altered, opened or tampered with. Product or Luminaire shows evidence of or has been subjected to misuse, abuse, neglect, intentional misconduct, accidents or events of force majeure.
- e) Any repair or modification of the Luminaire other than by Customer.
- f) Exposure to moisture where such moisture is the result of using a module in a luminaire that is not appropriately rated for its application.