

## **Limited Warranty for Specified Products**



*Important information about your rights and obligations, as well as limitations and exclusions that may apply to you and your purchase of certain Gavita International B.V. products*

## 1. YOUR RIGHTS AND THIS LIMITED WARRANTY

This warranty (this **“Limited Warranty”**) applies to the purchase of only those Gavita International B.V. Products referenced in the attached Product Warranty Schedule, which may be updated from time to time by Gavita International B.V. (the **“Product”**). This Limited Warranty does not apply to any other Gavita International B.V. Products not listed in the Product Warranty Schedule or any other products or consumables used with the Product or third-party products distributed by Gavita International B.V.. This Limited Warranty gives a Claimant specific legal rights. In addition, a Claimant may also have other rights which vary by jurisdiction, provided, however that the disclaimers, exclusions, and limitations of liability under this Limited Warranty shall apply to the fullest extent allowed by applicable laws. A **“Claimant”** is a person seeking to make a warranty claim under this Limited Warranty. Except as Gavita International B.V. may determine in its sole discretion, Gavita International B.V. is only obligated to honor this Limited Warranty for (a) the original purchaser of the Product if purchased directly from Gavita International B.V., or (b) the original retail purchaser of the Product if such Product was not purchased directly from Gavita International B.V..

## 2. LIMITATION ON DURATION OF IMPLIED WARRANTIES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, GAVITA INTERNATIONAL B.V. LIMITS THE DURATION OF ANY IMPLIED WARRANTIES TO THE DURATION OF THIS LIMITED WARRANTY

Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to a Claimant.

## 3. WHAT THIS LIMITED WARRANTY COVERS; PERIOD OF COVERAGE

Gavita International B.V. warrants to Claimants that the Product will be free from material defects in materials and workmanship for a period of time listed on the Product Warranty

Schedule for the applicable Product (the **“Warranty Period”**). The Warranty Period begins from the date of purchase listed on the Claimant’s purchase receipt that is issued from Gavita International B.V. or an authorized seller. If the Product fails to conform to this Limited Warranty during the Warranty Period, Gavita International B.V. will, at Gavita International B.V.’s option as determined in Gavita International B.V.’s sole discretion, either (a) repair or replace the defective Product or any component thereof; (b) accept the return of the Product and refund the money actually paid by the Claimant for the Product; or (c) calculate the Use Value (as hereinafter defined) of the applicable Product and refund the Claimant the amount actually paid by such Claimant less the Use Value. **“Use Value”** means the percentage, calculated by taking the time from purchase to the filing of a warranty claim by the Claimant over the total Warranty Period, multiplied by the amount actually paid by the Claimant for the Product. Repair or replacement may be made with a new or refurbished Product or components thereof, at Gavita International B.V.’s option as determined in Gavita International B.V.’s sole discretion. If the Product or a component incorporated within is no longer available, Gavita International B.V. may replace the Product or component in question with a similar product or component of similar function, at Gavita International B.V.’s option as determined in Gavita International B.V.’s sole discretion. The foregoing is the Claimant’s sole and exclusive remedy for Products that do not conform to being free from defects in materials and workmanship. Any Product or component thereof that has been repaired or replaced under this Limited Warranty shall remain covered by this Limited Warranty for the remainder of the Warranty Period. This Limited Warranty shall be null and void as to any Product or components thereof that have been subjected to non-conforming use (including without limitation use not in accordance with the product Manual and/or guide), tampering, abuse, improper installation, operation, maintenance, storage or handling, unauthorized modifications or alterations, improper voltage supply, disruptive power surges, misuse or acts of God. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to a Claimant.

#### 4. WARRANTY CONDITIONS; HOW TO GET SERVICE IF YOU WANT TO SUBMIT A CLAIM UNDER THIS LIMITED WARRANTY

Before being able to claim under this Limited Warranty, the Claimant must (a) notify Gavita International B.V. or an authorized seller from which the warranted Product was purchased during the Warranty Period of the Claimant's intention to submit a claim, (b) provide Gavita International B.V. a reasonably adequate description of the alleged non-conformity of the Product or its component(s), and (c) comply with Gavita International B.V.'s return shipping instructions provided by Gavita International B.V. or an authorized seller from which the warranted Product was purchased. A Claimant may notify Gavita International B.V. or an authorized seller from which the warranted Product was purchased by returning the Product to the location of purchase. If the Product was purchased from Gavita International B.V., or an authorized seller location ceases to operate at the location from which you purchased the Product, you may provide notice to Gavita International B.V. by writing Gavita International B.V. at: Gavita International B.V., Breguetlaan 2, 1438 BB Oude Meer, the Netherlands Attn: Customer Service Department. You may also contact Gavita International B.V. by email at [info@agrolux.com](mailto:info@agrolux.com), or by telephone at +31 (0)297 380 450. Gavita International B.V. shall not have any warranty obligations with respect to a returned Product or component(s) thereof if it determines, in its reasonable discretion, after examination of the returned Product, that the Product is an Ineligible Product (as defined below).

#### 5. WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty does not cover the following (collectively, "**Ineligible Products**"):

1. Products or their components marked as "sample" or sold "as is";
2. Products that were not purchased from Gavita International B.V. or an authorized seller, or
3. Products or their components that have been subject to
  - (i) unauthorized modifications or alterations, tampering, or improper maintenance or repairs,
  - (ii) handling, storage, installation, testing, or use not in accordance with the Product documentation or other

instructions provided by Gavita International B.V., including without limitation the product Manual and/or guide,

- (iii) abuse or misuse of the Product,
- (iv) breakdowns, fluctuations, or interruptions in electric power or the telecommunications network to which the Product is attached,
- (v) "acts of God", including lightning, flood, tornado, earthquake, or hurricane, or
- (vi) or other excluded conditions listed on the Product Warranty Schedule for the applicable Product.

Unauthorized use of the Product or software, if applicable, can impair the Product's performance and may invalidate this Limited Warranty. Additionally, Gavita International B.V. may, in its sole discretion, direct the Claimant under this Limited Warranty to destroy the applicable product in lieu of replacement; this Limited Warranty does not cover the costs of destruction of such products.

#### 6. DISCLAIMER OF WARRANTIES

Except as stated above in this limited warranty, and to the maximum extent permitted by applicable law, Gavita International B.V. disclaims all express, implied, and statutory warranties and conditions with respect to the product and its components, including the implied warranties of merchantability, fitness for a particular purpose, and non-infringement.

#### 7. LIMITATION OF LIABILITY

In addition to the above warranty disclaimers, and to the fullest extent allowed by law, Gavita International B.V., its affiliates, and each of their respective licensors, suppliers, and authorized sellers will not be liable for any damages including, without limitation, lost profits, indirect, incidental, punitive, special or consequential damages arising out of or in connection with the products or related services. The foregoing limitation of liability will apply whether in an action for breach of contract, negligence, other tort, or any other theory, even if an authorized representative of Gavita International B.V. has been advised or should have knowledge of the possibility of such damages. Gavita International B.V.'s liability, and the liability of Gavita International B.V.'s affiliates, employees,

licensors, and suppliers, to claimant or any third parties in any circumstance is limited to the amount actually paid for the product by the original purchaser. The foregoing disclaimers, waivers and limitations will apply notwithstanding any failure of essential purpose of any limited remedy. Some jurisdictions do not allow the limitation or exclusion of liability for incidental or consequential damages, so the above limitation or exclusion may not apply to you and you may also have other legal rights that vary from jurisdiction to jurisdiction.

## **8. NON-TRANSFERABILITY OF LIMITED WARRANTY**

This Limited Warranty is not transferable from the direct purchaser of the Products, if purchased directly from Gavita International B.V., or, if not, the original retail purchaser of the Product to subsequent owners or purchasers. It may not be transferred, assigned, or passed on by the from the direct purchaser of the Products, if purchased directly from Gavita International B.V., or, if not, the original retail purchaser of the Product. In the event a Claimant claims the applicability of this Limited Warranty, the Claimant must have documentation of the purchase of the applicable product and any chain of ownership thereof, which Gavita International B.V. may accept in Gavita International B.V.'s sole discretion. In the event a Claimant claims rights under this Limited Warranty and is deemed to have such rights, that Claimant expressly agrees to the terms hereof, regardless of a lack of privity prior to such claim. Gavita International B.V. choosing to accept the claim of a party other than a direct purchaser or an original retail purchaser in one instance shall not in any way affect Gavita International B.V.'s ability to deny any other such requests from the same or different party.

## **9. GOVERNING LAW; JURISDICTION**

This Limited Warranty is governed by the laws of the Netherlands without giving effect to any conflict of laws principles that may provide the application of the law of another jurisdiction. For all disputes not otherwise subject to arbitration in accordance with this Limited Warranty, you and/or any Claimant agree to submit to the exclusive personal jurisdiction of the courts located in Amsterdam, the Netherlands, for the purpose of litigating all such claims or disputes, such courts shall also be the exclusive venue for the litigation such claims and disputes.

## **10. DISPUTE RESOLUTION**

1. Please read this section carefully. You/claimant agree that we are each waiving the right to participate in a class or representative action. Follow the instructions below if you/claimant wish to opt out of the requirement of arbitration on an individual basis.
2. You/Claimant and Gavita International B.V. agree to resolve any claim, dispute, action, cause of action, issue, or request for relief arising out of or relating to this Limited Warranty exclusively by binding arbitration. Further, you/Claimant agree arbitration is final and binding, and subject to only very limited review by a court. You/Claimant also waive your/its right to any form of appeal, review or recourse to any court or other judicial authority, to the fullest extent allowed by law. This provision is intended to be interpreted broadly to encompass all disputes or claims arising out of or relating to this Limited Warranty. Any dispute or claim made by you/Claimant against Gavita International B.V. or vice versa arising out of or relating to this Limited Warranty (whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory) will be resolved by binding arbitration.
3. You/Claimant must first present any dispute to us by contacting Gavita International B.V. to allow us an opportunity to resolve the dispute. You/Claimant may request arbitration if your/Claimant's claim or dispute cannot be resolved within 60 days after presenting the claim or dispute to Gavita International B.V.. Gavita International B.V. may request arbitration against you/Claimant at any time after it has notified you/Claimant of a dispute. The arbitration of any dispute or claim shall be conducted in accordance with the then current and applicable rules of the Netherlands Arbitration Institution (Netherlands Arbitrage Instituut) as modified by this Limited Warranty. The place of any arbitration shall be exclusively Amsterdam, the Netherlands, and shall be conducted in the English language. Disputes will be heard by a single arbitrator. The arbitrator may not award relief in excess of or contrary to what this agreement provides, order consolidation or arbitration on a class wide or representative basis, award punitive or consequential damages or any other damages aside from the prevailing party's actual damages, or order injunctive or declaratory relief, except that the arbitrator may award on an individual basis damages required by statute and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither you/Claimant, nor Gavita International B.V. nor the arbitrator may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement or appeal of the arbitration award. Judgment on any arbitration award may be entered in any court

having proper jurisdiction. If any portion of this arbitration clause is determined by a court to be inapplicable or invalid, then the remainder shall still be given full force and effect.

4. There shall be no right or authority for any claims subject to the arbitration clause to be arbitrated on a class action or consolidated basis or on bases involving claims brought in a purported representative capacity on behalf of the general public (including, but not limited to, as a private attorney general). Gavita International B.V. will pay all administrative fees and expenses for any arbitration that Gavita International B.V. initiates. All other arbitration will be divided equally between you/Claimant and Gavita International B.V. according to the rules of the Netherlands Arbitration Institution (Netherlands Arbitrage Instituut). Each party will bear the expense of its own counsel, experts, witnesses and preparation and presentation of evidence at the arbitration hearing. You/Claimant must contact Gavita International B.V. within one (1) year of the date of the occurrence of the event or facts giving rise to a dispute, or you/Claimant waive the right to pursue any claim based upon such event, facts, or dispute.
5. If you/Claimant do not wish to be bound by arbitration and waive your/Claimant's rights to participate in a class-action, you/Claimant must notify Gavita International B.V. in writing within thirty (30) days of the date that you/Claimant purchase the Product and include:
  - (i) your/Claimant's name,
  - (ii) your/Claimant's mailing address,
  - (iii) original purchase receipt showing the Product name and date of purchase, and
  - (iv) a statement that you/Claimant do not wish to resolve disputes with Gavita International B.V. through arbitration. You/Claimant must send your notice to: Gavita International B.V., Breguetlaan 2, 1438 BB Oude Meer, the Netherlands Attn: Customer Service Department. If you/Claimant do not notify Gavita International B.V., you/Claimant agree to be bound by the arbitration, you/Claimant agree to be bound by the arbitration and class-action waiver provisions of this Limited Warranty.

## 11. OTHER TERMS

This Limited Warranty also includes the supplemental terms included in the Product Warranty Schedule for the applicable Product, if any ("**Product Specific Terms**"), which are incorporated by reference as if fully stated within this Limited Warranty.

## 12. ENTIRE AGREEMENT

Except for the General Terms (hereinafter defined) and, for direct purchasers, a signed quote, Limited Warranty constitutes the whole and complete understanding of Gavita International B.V. and the Claimant as to the warranty of the Product. In the event of a conflict between the Limited Warranty and the Product Specific Terms, the Product Specific Terms shall control to the extent necessary to resolve such conflict. This Limited Warranty does not apply to products which do not appear in the Products Schedule below; such other products shall have the warranties specifically provided with such products, if any, or otherwise are sold expressly without warranty.

## 13. TRANSLATIONS

This Limited Warranty has been drafted in the English language. For the convenience of use, a translation or translations of this Limited Warranty may be provided. You acknowledge that any variation contained in a translation shall not modify the terms or interpretation of this Limited Warranty and the English language shall control for purposes of the interpretation and enforcement of this Limited Warranty.

## 14. HOW TO CONTACT GAVITA INTERNATIONAL B.V.

This Limited Warranty is available at [www.agrolux.com](http://www.agrolux.com). You may request a physical copy of this Limited Warranty by writing Gavita International B.V. at: Gavita International B.V., Breguetlaan 2, 1438 BB Oude Meer, The Netherlands Attn: Customer Service Department. You may also contact Gavita International B.V. by email at: [info@agrolux.com](mailto:info@agrolux.com), or by telephone at 31- (0)297 380 450.

## 15. ORDERS; TERMS AND CONDITIONS; HIERARCHY

Gavita International B.V.'s General Terms and Conditions ("**General Terms**") apply to all transactions with Gavita International B.V. and supplement and are incorporated herein. Your acceptance of the applicable products or services shall be deemed acceptance of these terms, which are accessible at [www.agrolux.com](http://www.agrolux.com). This Limited Warranty shall be in addition to, rather than in lieu of, the General Terms. Likewise, this Limited Warranty shall be in addition to rather than in lieu of terms contained in any fully executed Quote between Gavita International B.V. and the other party to such Quote. ***In the event of a conflict between this Limited Warranty and the General Terms, except for the information appearing in the chart below, the General Terms shall control to the extent necessary to resolve the conflict. In the event of a conflict between this Limited Warranty and an applicable fully executed Quote, the terms of such Quote shall control. In the event of a conflict between a fully executed Quote and the General Terms, the terms of those documents shall resolve such conflict.***

### PRODUCT WARRANTY SCHEDULE GAVITA INTERNATIONAL B.V.

PRODUCT FAMILY	Standard limit warranty
Agrolux LED fixture ( all products)	5yrs
Agrolux HPS fixture ( all products)	2yrs*

\* the HPS lamp itself has one year warranty

***This product warranty is valid from the 1st of May 2022.***



