



# Limited Warranty

## Policy for LED Lamps

This following is the limited warranty policy (Warranty) of the Samsung's (sales) organization ('Samsung') with respect to your (the 'Purchaser') purchase Samsung LED Lamps.

This policy is applicable only to Samsung branded LED lamps ('Products') purchased as from January 2014, and may be amended or may not be applicable to Products purchased after a date certain. Samsung will not be obligated to notify any Purchaser, or future purchasers, of any amendment or the inapplicability of this limited warranty with respect to the Products after a date certain. The limited warranty policy set forth below is subject to the limitations and other provisions set forth herein and is subject to the terms and conditions as attached to this document ('Limited Warranty Terms and Conditions'). This warranty policy only applies if referred to in a sales agreement between Samsung and the Purchaser and it will replace the standard warranty clause provided in the Samsung general terms and conditions of sale.

This limited warranty policy is valid only for Products sold in North America.

### 1. Warranty period

Subject to the provisions as set forth in the Limited Warranty Terms and Conditions and as set forth hereunder, Purchaser receives the warranty for the applicable period, as described in table 1 hereunder.

#### WARRANTY TABLE

Lamp Life Time	Warranty Period
Lamp Life $\geq$ 25,000 hours L-tube, Retrofit	5 years
Lifetime $<$ 25,000 hours Retrofit	3 years

※ Retrofit includes Bulb, MR, PAR, AR, Deco

Table 1 : Warranty period for Samsung LED lamps.

### 2. Special Conditions

Any failures due to root causes, including but not limited to proper wiring or installation or an operation outside the specification limits for the application will not receive the benefit of this Warranty, and this Warranty will be void for and shall not apply to any such failures due

to root causes. This Warranty does not apply to any abnormal use or use in violation of any applicable standard, code or instructions for use in installations including, but not limited to, those contained in the latest Standards for safety of Communaute Europeenne (CE), or Underwriters Laboratory, Inc.(UL), or Canadian Standards Association (CSA), or Federal Communications Commission (FCC), or Standards for the American National Standards Institute(ANSI). This Warranty will be void and shall not apply in the event of conditions demonstrating abnormal use or stress, including under/over voltage/current conditions, excessive switching cycles or operating hours or outside the following operating conditions, and subject to other terms and conditions listed below or elsewhere herein:

The Warranty period starts on the date of manufacture. The warranty period is based on up to 10 hours average use per day at ambient temperature of 25 °C. Purchaser shall not rely upon any other information or documentation. This Warranty only covers the initial value of Lumen, CCT( Correlated Color Temperature). This Warranty only covers Products applied within their 'intended' or 'normal use' as defined by: (1) operating conditions are in accordance with the information on the Products and its packaging; and (2) ambient temperature never exceeds the operating temperature range -4 °F to +104 °F (Retrofit) or -4 °F to +122 °F (L-Tube) and (3) relative humidity in the installation never exceeds 80% RH, or never exceeds the IP rating of the Product, if any, is provided; and (4) Products are operated in an open luminaire, with minimum 10mm air around the body of the Products; and (5) Products are not subjected to more than total of 20,000 fast switches. (time between 'on' and 'off' is less than 10minutes); and (6) the electrical installation in which the Product operates is not subjected to voltage fluctuations in a range exceeding 108~132V(Retrofit) or 108~300V(L-Tube).

Inappropriate use and selection of a dimmer not listed in the compatible list will void this Warranty. Dimmable Products must be used with a dimmer included in the compatible list provided to Customer by Samsung.

- If a specific model for any Products is discontinued, the newer model will be given and the newer model is backward compatible.

### **3. Summary Warranty Terms and Conditions**

This limited warranty policy is valid only for Products sold in North America. Other terms and conditions shall apply to Products sold or used in other regions. In addition to the foregoing and other restrictions listed elsewhere herein or another document listing additional terms, conditions and limitations with respect to the warranty applicable to a respective Product, this Warranty and the limited warranty policy for Products shall be void unless: (1) Products have been purchased directly from a Samsung (sales) organization; and (2) proof of purchase is available for inspection by Samsung; and (3) Products have been properly installed and operated in accordance with the manufacturer's instructions; and (4) adequate records of operating history are available for inspection by Samsung; and (5) a Samsung 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. In no event shall Samsung be liable for labor costs for (de-)installation of the Products and such costs are not, and will not be, covered under this warranty.



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## Terms and Conditions

### I. Limited Warranty

The warranty as described herein shall only apply to Samsung branded lighting products sold by Samsung Lighting. (hereinafter referred to as 'Product'). The warranty is only applicable to the party purchasing the products directly from Samsung (hereinafter referred to as: 'Purchaser'). Samsung warrants that each Product will be free from defects in material and workmanship during the period applicable to your Product. And for the avoidance of doubt, the foregoing limited warranty shall be valid for the period mentioned in the applicable warranty policy for your Products. If a Product fails to operate in accordance with this limited warranty under the terms and conditions for validity and for use during the applicable period for your Product, Samsung will provide free replacement of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

### II. Terms and Conditions

This limited warranty shall only be for the benefit of the original Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with the terms and provisions set forth under Section III, "Warranty Claims", and within the applicable warranty period set forth in the warranty policy and upon examination Samsung determines to its satisfaction that such Product failed to satisfy this warranty, Samsung 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. In the event Samsung chooses to replace a Product submitted by the Purchaser under this limited warranty, Samsung may replace the Product with a comparable product (that can show small deviations in design and product specification) for any reason, including but not limited to instances where the Product has been discontinued or is otherwise unavailable at such time. Notwithstanding anything to the contrary herein or by written or oral representations, no agent, distributor or dealer is authorized to change, modify or extend the terms of the limited warranty on behalf of Samsung, in any matter. The benefits of this limited warranty shall only be applicable if 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, and the procedures for the receipt of remedy is strictly adhered to as provided for herein. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify Samsung in writing. Samsung will facilitate the technical resolution of problems. Third party products sold by Samsung are not and will not be covered under this limited warranty. 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). If any repairs or alterations, not duly authorized by Samsung in writing, are made to the Product by any person, this warranty shall not be applicable and shall be void. For this warranty to be applicable to a Product, the manufacturing date of the Product shall be clearly legible, and any product on which the manufacturing date is not clearly readable shall not receive the benefits of this limited warranty that would otherwise be applicable. Samsung reserves the right to make the final decision on the validity of any warranty claim by a Purchaser. Upon request, a Purchaser seeking the benefits of this limited warranty for a Product shall submit the alleged non-conforming or defective Products to Samsung, and such non-conforming or defective Products shall become Samsung's property upon the initial act of replacement by Samsung.

### **III. Warranty Claims**

All warranty claims and the warranty periods shall be subject to a Samsung representative having access to the alleged non-conforming or defective Products, or the failed Product or system for verification of non-compliance. In order to receive the benefits of this limited warranty, warrantee claims must be reported and the alleged non-conforming or defective Products delivered to the local Samsung office within 30 days after discovery (if requested), specifying the following minimum information and such additional information that may be requested (and the submission of such additional requested information will be required if requested): (1) details of the failed Products; for System warranties also details of other components used; (2) the installation date and invoice date; (3) Detailed problem description, number and % of failures, date-code of failure; (4) application, hours burned and switching cycles; Where a warranty claim is justified, Samsung may pay for freight expenses. If returned Products that are not found to be defective or nonconforming, Samsung will charge, and Purchaser will be liable for, the cost of the Product, the freight and testing and handling costs associated therewith.

### **IV. No Implied or Other Warranties**

The warranty and remedies contained in the terms of the limited warranty are the only warranties given by Samsung with respect to 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, and other limitations and conditions stated elsewhere, including but not limited to the warranty policy applicable to your Product(s) state Samsung's entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or nonconforming Product(s) supplied by Samsung to Purchaser, 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 Samsung has been advised of or is aware of such defects or damages.

### **V. Limitations and Conditions**

This is a limited warranty and Samsung shall not be liable for, including without limitation, 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 this limited warranty is subject to and is further defined by the limitations and conditions set forth in the respective warranty policy applicable to the Products and terms and conditions herein and therein. For a warranty claimant to receive the benefits of the applicable limited warranty, upon request, such Purchaser shall provide Samsung's representatives access to the defective Product, system or application for verification of non-compliance. Under no circumstances will Samsung be held liable for Product malfunction.