

Warranty

Limited Warranty:

1. NLight hereby warrants that any products manufactured by NLight or any of its affiliates which are sold to the Buyer by NLight or its authorized resellers ("Products") will be free from original defects in workmanship and materials and will meet all of such Products' published specifications ranging from 12 months to 60 months from the date of shipment of such Product to the Buyer, subject to 1) the definitive/ master agreement signed with the Buyer; 2) the Limitations and Exclusions stated here in below and provided that such Products have been transported, stored, handled, installed, used and maintained in compliance with NLight specifications / instructions and have not been subjected to misuse, neglect, abuse, accident, poor maintenance, acts of nature, uses in applications for which the equipment was not designed, use of replacement parts not supplied by NLight or non-NLight authorized alterations, modifications, and/or repairs.

2. NLight's sole obligation will be limited to repair or replace, at NLight's option, of any Products or any part thereof (parts only and labour not included), which, upon NLight's receipt and examination proves to have been defective within the specified warranty period. In the event NLight determines a product is not repairable or a replacement of the same Product is not available within the warranty period, NLight will replace it with a nondefective product of substantially similar specification. Any claim under this Warranty must be filed within the warranty period. Any products not manufactured by NLight but sold by NLight will be subject to the product manufacturer's pass-through warranties; to the extent such warranties are applicable. Any old parts of the Products (that are replaced with new parts under this Warranty) become the property of NLight. All new parts replacing the old parts under this Warranty are considered part of the original Products and any warranty on the new parts shall expire concurrently with the warranty of the original purchase. To claim under the warranty, Buyer must return at their expense and within the warranty period, the defective Product or any part thereof to NLight UK office or NLight Factory.

3. NLight is not responsible for damage resulting from shipping, improper installation, modifications against original NLight 's design, power surges, floods, lightning, earthquakes, storms, other natural disasters or any other acts of force majeure.

4. This Warranty does not cover products that have been exposed to toxic, or nuclear environment, or where operation temperature is beyond NLight's operating temperature specification or used in highly caustic or corrosive environments. Such environments may include, but are not limited to, seashore and marine application, highly watered or fertilized environments. While many of NLight's products can be safely applied in these locations, their useful life, including the painted surfaces and those internal parts, may be reduced due to the conditions found in these harsh environments. NLight cannot warrant our products against these severe conditions. Due to the unsuitability of many cleaning agents any damage caused by the use of unsuitable cleaning agents are specifically excluded from the terms of this Warranty.

5. This Warranty does not extend to and the Buyer shall be responsible for costs incurred for labor, removal or reinstallation of the Products and the replacement parts, or to damage to equipment, accessories or components caused by such removal or reinstallation.

6. This Warranty is limited to the sale of new Product packages sold by NLight or authorized resellers. All sales and other agreements between the Buyer and its customers, end users or other third parties are the exclusive responsibility of the Buyer to them (and do not concern NLight howsoever) and will NOT be covered by this Warranty agreement.

Important Limitations:

7. NLight, at its discretion, may use new, refurbished, or reconditioned replacement parts to perform any warranty repair of its Products.

8. The Buyer acknowledges and agrees that the provisions of this Warranty constitute the sole and exclusive remedy available to it with regard to defective Products. The Buyer accepts that no further warranties other than those expressly stated herein are implied. Laws from time to time in force in the relevant market may imply warranties which cannot be excluded or which



can only be excluded to a limited extent, in which case, NLight limits its liability to the extent permitted by law. If NLight cannot exclude any warranty implied by the relevant law, this Warranty shall be read and construed subject to such statutory provisions. Any replacement will not extend the period within which this Warranty can be asserted. The warranty in this Warranty may be asserted by the Buyer only and not by the Buyer's customers, end users or other third persons.

9. Neither oral statements made by NLight's agents or employees; nor any verbal arrangement; nor any advertising material or statement in any brochure, catalogue, website, or other material furnished by NLight or on its behalf, nor any term or condition or any purchase order submitted by Buyer; nor any other oral or written term or statement not contained herein shall constitute a warranty, and shall be relied upon by Buyer as part of the warranty agreement, or become a part of the contract for sale evidenced hereby. The entire agreement of the parties is embodied in this document, which constitutes the final expression of the parties' agreement and is a full, complete and exclusive statement of the terms of this agreement.

Returns & Repairs:

10. Products claimed defective or non-conforming must be returned to NLight's UK Office or NLight's Factory at the Buyer's expense with a statement identifying the reason for the return. Products under warranty will be repaired or replaced by NLight without any charge for parts (parts only and labour not included). NLight offers a warranty for repaired / replaced parts for the same type of failure for six months or the extent of the remaining warranty, whatever term is shorter. NLight may levy a service charge in handling Products which are returned to NLight but are found in good working order or damaged by the Buyer or requiring adjustment due to incorrect usage.

11. Before the Products are returned, NLight may at its discretion and option assign an authorized representative to attend the Buyer's office at the Buyer's expense for an inspection of the Products claimed defective and to determine if it is in good operating condition. To make the Products eligible for this Warranty, and request for repair / replacement shall be done by submitting a "NLight Return Material Authorization (RMA)" form to NLight by the expiry of the warranty period on a time and material basis. Any Products claimed defective and not returned to NLight within the specified time limit (60 days) should be submitted in writing for approval by NLight and the warranty will be treated as expired.

12. The Buyer will not return the Products to NLight for warranty repair without first obtaining a RMA number from NLight. The RMA form may be obtained from NLight UK / NLight Factory and must be completed in full prior to the request for an RMA number. The RMA form must be sent by email to NLight in the UK by the expiry of the warranty period in order for the Products to be eligible for this Warranty. The approved RMA bearing the RMA number will be returned to the Buyer by fax or email and a copy must be included in the shipment of Product to NLight. The RMA number must be clearly marked on the shipping documents and packing list.

13. NLight will notify the Buyer if such Products are not subject to warranty repair and, unless disposition instructions as to such Products are received from the Buyer within five days of such notification, such Products will be returned to the Buyer with freight, packing, insurance and other charges at the Buyer's expense. Products or parts repair will be performed only at NLight factory or other approved facilities by NLight. On site repair, rework and technical service requested is not included within this Warranty.

Buyer's Obligations:

14. All sales and other agreements between the Buyer and its customers, end users or other third parties are the exclusive responsibility of the Buyer and any commitments made by the Buyer to such customers, end users and other third parties with respect to the delivery, performance, suitability, warranty or other matters relating to the Products are the Buyer's sole responsibility except as may be expressly set forth in this Warranty.



15. To qualify for this Warranty the Buyer must be the original purchaser of the Products. The Products must be purchased from NLight or its authorized resellers. This Warranty is not transferable and proof of original purchase may be required. This Warranty begins on date of shipment. The Products must be used in accordance with Lighthouse's specification.

No Other Warranties:

16. To the maximum extent allowed by applicable laws, all other warranties, whether implied or statutory, and all obligations and representations as to performance, quality or absence of hidden defects, including all warranties which might arise from course of dealing or custom or usage of trade and including all implied warranties of merchantability or fitness for a particular purpose, are hereby expressly excluded and disclaimed by NLight. NLight does not warrant that the functions contained in the NLight Products will meet the Buyer's requirements or that the operation of the Products will be uninterrupted or error free.

General:

17. The extent of NLight's maximum liability under this Warranty is limited to the repair or replacement provided above and, in no event, shall NLight's liability exceed the purchase price paid by Buyer for the Products or parts. This Warranty is governed by the laws of the UK and the Buyer hereby agrees to submit to the exclusive jurisdiction of the UK courts whilst that NLight may commence proceedings in any other competent jurisdiction at its discretion. NLight disclaims any responsibility for any lost profits or any special, indirect, or consequential damages. Any implied warranties that cannot be excluded are limited to the duration of this Warranty.

18. The provisions of this Warranty may be amended or modified only in writing signed by an authorized officer of NLight. If any provision of this Warranty is held invalid by any law or regulation of any government or by any court, such invalidity shall not affect the enforceability of other provisions in this Warranty. The provisions of this Warranty will be binding upon the Buyer's successors and assigns. No agent, employee or representative of NLight has any authority to make any representation or warranty for NLight with respect to the Products that is not contained in this Limited Warranty. This Warranty is a part of, and hereby incorporates by reference all of the terms of, NLight's standard Terms and Conditions of Sale, and together with such Terms and Conditions of Sale, contains the entire agreement of the parties with respect to its subject matter and supersedes all prior or contemporaneous agreements, understandings, promises and representations or warranties. NLight, a Lighting Tech Limited brand, extends this Warranty.

