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NLight BV 5-Year Limited Warranty (LED Horticultural Lighting Products)

Issued by: NLight BV, Walserij 53, 2211 SJ Noordwijkerhout, Netherlands (referred to as “NLight” in this document).

NLight provides the following limited warranty for its LED horticultural luminaires and drivers (the “Products”) that it manufactures and supplies. This warranty is valid for five (5) years from the date of delivery of the Product to the original purchaser, under the terms and conditions detailed below. It applies only to NLight-brand luminaires and NLight-supplied drivers and is governed by Dutch law. Nothing in this warranty will diminish any mandatory rights under EU or local law that customers may have (for example, statutory consumer rights concerning product conformity) – those rights remain unaffected.

1. Scope of Coverage

Covered Products: This warranty covers only the NLight BV horticultural lighting luminaires and their compatible drivers that are manufactured and supplied by NLight BV. These Products must be installed and used in accordance with NLight’s provided instructions and specifications. Under this warranty, NLight warrants that the covered Products will be free from defects in materials and workmanship under normal use and service for the 5-year warranty period.

Exclusion of Other Components: Any ancillary or third-party components not made by NLight (for example, sensors, wireless controllers, control nodes, cabling, power supplies, mounting accessories, etc.) are NOT covered by this 5-year NLight Product warranty. Such non-NLight items may carry their own manufacturer’s warranty, which NLight will pass through or facilitate where possible, but NLight makes no independent warranty for those items. In the absence of a project-specific agreement stating otherwise, any third-party or accessory components provided alongside NLight Products default to a 12-month warranty (from delivery) or the original manufacturer’s standard warranty duration, whichever is applicable.

What is Covered: This warranty covers only defects in materials or workmanship of the covered NLight Products. During the warranty period, if a covered Product is found to be defective due to manufacturing or material fault under normal use, NLight will provide a remedy as described in Section 5 (Repair, Replacement, or Refund). The warranty applies worldwide to NLight Products sold or installed in any country, subject to compliance with local safety standards and to the limitations and exclusions below.

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2. Warranty Period and Eligibility

Standard Warranty Term: The standard warranty period for covered NLight luminaires and drivers is five (5) years, beginning on the date the Product was delivered to the original purchaser (or, if applicable, the date of delivery to the end-user). NLight's shipping or delivery documentation (or the end customer's proof of delivery) will be used to determine this start date. This warranty does not restart or extend if the Product is repaired or replaced; any repaired or replacement unit supplied under warranty will assume the remaining warranty term of the original Product.

Commencement and Resale: For Products sold directly by NLight to an end-customer, the warranty period begins on the delivery date noted on NLight's invoice or delivery note. If Products are sold through an authorized distributor or partner, the warranty period begins when NLight originally shipped the Product out to that distributor, unless there is documented evidence that the end-user received the Product at a later date (in which case NLight may, at its discretion, calculate the start of the warranty from the end-user's delivery date). In any case, the intent is that no Product receives less than a fair warranty term from the point it is first put into use, while also ensuring the total storage/transit time before end use does not unfairly extend the warranty beyond 5 years from NLight's shipment.

Eligible Claimants: This warranty is extended only to the original purchaser or end-user of the Product. It is not automatically transferable to subsequent owners or any other third party. The original buyer (which may be an integrator or distributor) or the first end-user who purchased the new Product is entitled to warranty coverage, provided they can supply valid proof of purchase and/or delivery date. If a Product is resold new and unused by an authorized reseller to an end-user, that end-user will be considered the "original" purchaser for purposes of this warranty, so long as proper documentation (original purchase receipt, delivery note, etc.) is available to confirm the purchase and delivery details. Any assignment or transfer of this warranty to a new owner without NLight's prior written consent is not permitted and will void the warranty for that Product.

Proof of Purchase Required: Warranty claims must be accompanied by proof of the original purchase and/or delivery date. Acceptable documentation includes invoice copies, purchase contracts, or delivery receipts that clearly show the date of sale or delivery and the Product identification (model/serial). NLight reserves the right to reject warranty claims that lack proof that the Product is within the warranty period.

3. Exclusions and Conditions That Void Warranty

This warranty is limited to the coverage described above. It does not cover every possible issue. The purpose of this section is to clearly define what is not covered and what circumstances will make the warranty void.

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Normal Wear and Performance Parameters: Gradual degradation of performance over time is typical for LED and electronic products; therefore, normal wear and tear is not considered a defect. For example, gradual reductions in light output or slight shifts in spectrum over years of operation are expected characteristics of LED luminaires and are not covered by this warranty (no specific light output or performance level is guaranteed under this warranty). Similarly, cosmetic issues that do not affect the function of the Product (such as minor scratches, discoloration, or surface oxidation over time) are not covered. The warranty also does not cover performance metrics or specifications per se – for instance, NLight does not warrant that the Product's light output, efficiency, or other performance will remain at any specific level over the years, unless explicitly agreed in a separate performance guarantee contract. Any performance guarantees (e.g. specific output levels, energy savings, etc.) must be defined in a separate written agreement, not by this standard warranty.

Incidental Costs and Additional Equipment: This warranty covers the repair or replacement of the Product itself (or refund, per Section 5). It does not cover any incidental or consequential costs associated with a defect. For example, costs for labor, equipment or travel to remove a defective Product from its installation, to reinstall a repaired/new Product, or to troubleshoot on site are not covered by this warranty. Similarly, costs of any external lifts, scaffolding, or specialized equipment needed to service or replace the Product are not covered. NLight will not be liable for any such indirect or incidental expenses (see Section 6 on liability limitations). Additionally, consumable items or replaceable parts that have a finite life (such as fuses, batteries, or standard lamps if any are used with the Product) are not covered under this warranty beyond any initial defect at delivery.

Third-Party Acts and External Factors: NLight is not responsible for damage or failures caused by external factors beyond its control. This warranty will not cover defects or damage resulting from:

- **Improper Installation or Use:** Installation that does not strictly follow NLight's instructions or applicable electrical/safety standards, or use of the Product in a manner for which it was not designed, will void the warranty. The Product must be installed by qualified personnel and in accordance with NLight guidelines and any relevant local or international standards (e.g. IEC/EN standards for luminaires and drivers). If the Product is used outside the specified electrical or environmental ranges (for example, incorrect supply voltage, unsuitable dimming control, or operation in an environment outside the recommended temperature or humidity range), the warranty is void. Note: The installation must include appropriate surge protection and electrical protection devices as required by NLight and industry standards – damage due to electrical surges, lightning strikes, or other power quality issues (over-voltage/under-voltage) that exceed the Product's ratings are not covered.

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- **Unauthorised Modifications or Repairs:** Any modification, alteration, or repair of the Product made by anyone not expressly authorized by NLight will void this warranty. This includes altering driver settings or firmware, cutting or modifying cables in a non-approved way, replacing LEDs or components with non-NLight parts, or any attempt to repair the unit outside of NLight's official service process. Breaking or removing any NLight tamper-evident seals or markings may void the warranty. Only NLight or its designated service centers are permitted to service the Products under warranty.
- **Use of Non-Approved Components:** Using the Product in conjunction with components, parts, or accessories not approved by NLight (for example, using non-NLight drivers, power supplies, or control devices that interface with the luminaire in a way not intended) can void the warranty if such usage causes or contributes to the failure. The Products are designed to work within NLight-specified systems; if in doubt about compatibility of any third-party device with an NLight luminaire/driver, consult NLight before use.
- **Harsh or Unsuitable Environments:** This warranty does not cover damage or failure resulting from installation or operation in unsuitable environments. For example, exposure to corrosive substances, heavy dust or debris, extreme humidity, or liquids beyond the Product's ingress protection (IP) rating is not covered. If a Product is rated for indoor use and is used outdoors or in greenhouse areas with corrosive chemicals or water exposure beyond its design, failures will not be covered. Corrosion, rust, or degradation of components due to exposure to weather, chemicals (including fertilizers, pesticides, cleaning agents), or UV light beyond what the Product is designed to withstand are excluded. The Product's IP or environmental rating defines the conditions it can tolerate; usage beyond those will void the warranty.
- **Physical Damage and Abuse:** Any physical damage to the Product that is not due to a manufacturing defect is not covered. This includes damage from accidents, drops, impacts, or crushing; damage from mishandling or improper storage; vandalism or intentional damage; and damage from misuse or neglect (such as continued use of a product with obvious damage, or failure to maintain the product as instructed). If the Product's external wiring, housing, or components are chewed by animals, cut, or otherwise damaged by external forces, such damage is not covered.
- **Acts of God / Force Majeure:** Events such as lightning strikes, power surges from the grid, flood, fire, earthquakes, or other natural disasters, as well as any other events outside NLight's control (wars, terrorism, civil unrest, etc.), are not covered by this warranty. While NLight designs its products to be robust, extraordinary events that exceed design specifications (e.g., a surge far beyond the rated protection, or a building fire) obviously are outside the warranty scope. In short, any defect or damage caused by external factors or misuse rather than by a flaw in manufacturing is excluded from coverage.

If any of the above exclusion conditions are found to apply to a returned Product, the warranty claim will be rejected. Customers are responsible for ensuring that installation and operating conditions meet NLight's requirements. NLight reserves the right to inspect installation sites (or installation records) and maintenance records as part of evaluating warranty claims related to installation or environmental issues.

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Maintenance Requirements: The Products must be properly maintained in accordance with NLight's guidelines. This includes periodic cleaning of heat sinks, lenses, or filters (if applicable) to ensure proper performance. Failures caused by lack of reasonable maintenance (for instance, fixtures heavily coated in dust and not cleaned, leading to overheating) are not covered. Customers should keep records of maintenance (cleaning schedules, etc.) especially in challenging environments, as NLight may request evidence of proper maintenance for certain warranty claims.

4. Warranty Claim Procedure

If you suspect a defect in an NLight Product that is covered by this warranty, you must follow this warranty claims process to obtain service:

1. **Notify NLight:** Promptly notify NLight of the issue in writing (email is acceptable) as soon as the defect is discovered, and before the warranty period expires. It is recommended to report the problem within 30 days of noticing the defect. You may contact either NLight BV directly or the authorized NLight distributor from whom you purchased the Product. In your written notification, include a brief description of the issue and indicate that you are seeking a warranty service.
2. **Provide Required Information:** To allow NLight to evaluate the claim, you will need to provide certain documentation and details about the defective Product. Typically, the following information is required (you may use NLight's warranty claim form if provided):
3. **Proof of Purchase:** Copy of the purchase invoice, sales receipt, or delivery note for the Product, showing the date of purchase or delivery.
4. **Product Identification:** The model and serial number of the Product (each luminaire or driver has identification labels). If available, also provide the production batch code or date code printed on the unit.
5. **Description of Defect:** A detailed description of the problem observed. For example, "Driver in Unit X is not powering on," or "Several LED modules have failed in Fixture Y, causing significantly lower light output." Note when and how the issue was first noticed, and how many units are affected.
6. **Operating Conditions:** Describe the environment and usage of the Product. For instance, hours of operation per day, type of horticultural setting (greenhouse, indoor farm, etc.), typical ambient temperature, and any unusual conditions. This helps NLight assess if environment or usage could be a factor.
7. **Installation and Maintenance Info:** Indicate the installation date and who performed the installation. Confirm that the installation followed NLight guidelines (proper voltage, no unauthorized modifications, etc.). Also note if the product was cleaned or maintained regularly or if any event (power surge, etc.) occurred around the time of failure.
8. **Your Contact Details:** The name, address, and contact information (phone/email) of the person or company making the claim, and the address where any repaired/replacement product should be shipped.

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9. **Supporting Evidence:** If possible, provide photographs or videos illustrating the defect or the installation. For example, clear photos of any damage, the product's indicator LEDs, or the environment can be helpful. NLight may request that you email digital photos of the failed unit for preliminary assessment.

It is important to keep the affected product installed (or at least do not dispose of it) until the claim is resolved. NLight may provide further instructions or require inspection of the unit. Do not attempt to repair the product yourself; doing so may void the warranty (as noted above).

1. **Obtain Return Authorization (RMA):** After you have submitted the required information, NLight (or its authorized distributor/service center) will review your claim. If the information provided suggests a potential defect covered by warranty, NLight will issue a Return Material Authorization (RMA) number for the defective product. NLight may provide specific shipping instructions at this time. No product should be returned to NLight without an RMA. When an RMA is issued, you will typically be given:
 2. The RMA reference number (which you must mark on the outside of the shipping carton and on any correspondence).
 3. The address of the NLight facility or service center to which you should send the product.
 4. Any special instructions for packing, handling, or paperwork to include.

Once you receive the RMA, you should ship the product back to NLight within 10 business days (or the timeframe specified) to avoid delays or cancellation of the RMA. Ensure the product is packaged securely to prevent damage in transit. Whenever possible, use the original packaging or equivalently protective packaging. Clearly label the package with the RMA number provided. Enclose a copy of your proof of purchase and a brief note referencing the RMA and summarizing the issue.

Shipping Costs: The customer is initially responsible for shipping the defective product to NLight for evaluation. However, if the claim is validated as a legitimate warranty issue, NLight will reimburse the reasonable transportation costs of returning the product. (It is recommended to use a standard ground shipping method and, if possible, obtain cost approval from NLight in advance for unusual shipping expenses.) NLight will cover the cost of shipping the repaired or replacement product back to you in the case of an approved warranty claim. If local regulations require that the manufacturer cover round-trip warranty freight, NLight will abide by such regulations. In any case, retain your shipping receipts, as NLight may require proof of the return shipping cost for reimbursement. – If the claim is rejected or void: If upon inspection NLight determines that the issue is not covered by this warranty (for example, no fault is found, or the damage is due to an exclusion in Section 3), then you will not be entitled to reimbursement of shipping costs. In such case, the product can be shipped back to you, but you may be charged for the return shipping and any testing/inspection fees incurred. NLight will inform you of the outcome and whether any service or repair can be offered outside of warranty (and at what cost) if you wish.

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1. **NLight Evaluation:** Once the returned product is received, NLight will log it under the RMA number and perform an evaluation. NLight's technicians will inspect the unit, verify the reported defect, and determine the cause of failure. This evaluation will confirm whether the problem is due to a defect in materials/workmanship covered by the warranty or if it falls under an exclusion (Section 3). NLight may perform electrical tests, visual inspections, and other diagnostics. In some cases, NLight may also contact you for additional details during this analysis.
2. **Claim Resolution:** After inspection, NLight will communicate the findings and resolution:
3. If the product is confirmed to have a warrantable defect, NLight will proceed with the remedy under this warranty (see Section 5 below for details on repair/replacement/refund options). The repair or replacement will be scheduled and you will be informed of the estimated return shipping date for the corrected or new unit. NLight will pay for the outbound shipping of the repaired/replacement unit to you.
4. If the product is found not defective, or the issue is determined to result from a non-covered cause (see Section 3 exclusions), NLight will notify you of this outcome. In such cases, NLight may offer to return the unit to you as-is or, if possible, to repair it at your expense. You will be responsible for the shipping cost to send the unit back to you, and NLight may also charge a reasonable inspection or handling fee to cover the cost of the analysis. (If you decline to have the unit returned, NLight may dispose of it after a certain period.) Any such fees or return shipping costs would be discussed with you before taking action.

Important: Do not ship any product to NLight without an RMA, as it may be refused or lost. Also, ensure that products are clean and free of contaminants when returned – Products contaminated with dirt, chemicals, or other substances that present a hazard may be rejected or cleaned at customer's cost before inspection.

By following the above steps, you help ensure that your warranty claim is processed efficiently. NLight is committed to customer satisfaction and will make good faith efforts to streamline the warranty service process. Keep in mind that unauthorized returns, inadequate packaging, or lack of documentation can all delay the processing of your claim.

5. Remedies Under Warranty

If a returned Product is found by NLight to be defective in materials or workmanship and covered under this warranty, NLight will, at its option, repair the product, replace the product, or refund the original purchase price of the product. NLight's determination of the appropriate remedy will consider factors such as the nature of the defect, the age of the product, and the practicality of repair or replacement.

Repair: If repair is feasible and cost-effective, NLight may repair the defective product. Repair may involve fixing or replacing specific components (for example, LED modules, drivers, or other parts) that caused the failure. NLight may use new or refurbished parts for the repair, at its discretion, as long as the repaired product meets the original specifications and functionality of the product. All replaced components and parts removed

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during repair become the property of NLight upon replacement. The repaired product will be tested to ensure it is fully functional before being returned.

Replacement: If the product is not easily repairable, or if NLight chooses, NLight will provide a replacement product of equal or better performance. The replacement may be a new unit or, in some cases, a refurbished or reconditioned unit that is functionally equivalent to new. (Any refurbished unit will have been tested to ensure it meets NLight's quality standards.) The model of the replacement will typically be the same as the original. However, if the exact model is no longer available (e.g., it has been discontinued or updated), NLight may provide a substitute model that is at least comparable in functionality and specifications to the original. Minor differences in appearance or design may exist if the model has been updated, but the replacement will be capable of meeting or exceeding the original product's performance. Replacement of a product (or any part thereof) under warranty does not extend the original warranty period; the warranty end date remains based on the original product's delivery date (as noted in Section 2).

If a replacement is provided, the defective item becomes the property of NLight once the exchange is made. (This allows NLight to analyze the failed unit and, if possible, refurbish or recycle it.) The customer must not reuse or resell a defective unit that has been replaced under warranty.

Refund: In certain cases, NLight may decide to issue a refund for the defective product instead of repair or replacement. This is typically done only if repair or direct replacement is not feasible within a reasonable time. The refund amount will not exceed the original purchase price of the product (as evidenced by the invoice) and may take into account depreciation in cases where the product delivered substantial use before failing. Refund is generally a last resort; NLight's primary approach will be to fix or exchange the product to minimize disruption.

Freight and Installation: For any approved warranty service (repair or replacement), NLight will ship the repaired/replacement product to the customer at NLight's cost (as noted in Section 4) via a standard shipping method. The method and carrier will be at NLight's discretion, ensuring reasonably prompt delivery. The customer is responsible for receiving the product and for any installation or reinstallation needed. This warranty does not cover on-site labor or any costs of removing the defective product and installing the repaired/replacement product. NLight's obligation is to furnish the repaired or new part/unit; the physical installation is the customer's responsibility (or that of the installer the customer arranges).

NLight will make commercially reasonable efforts to perform warranty repairs or replacements in a timely manner. The turnaround time can vary depending on the nature of the defect and availability of parts or replacement units, but NLight aims to minimize any downtime. If a repair or replacement is expected to take an unusually long time (for instance, if a part must be back-ordered), NLight will endeavor to inform the customer and may discuss interim solutions if appropriate.

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Warranty of Repairs/Replacements: Any product repaired or replaced under warranty continues to be covered by the remaining original warranty period only; no new 5-year warranty is given to the repaired or replacement unit. For example, if a product with a warranty expiring December 2027 is replaced in December 2025, the replacement is warranted until December 2027, not December 2030. (In other words, the warranty “clock” is not reset by a warranty service.) The date of original delivery remains the start of warranty for tracking purposes.

No Other Remedies: The above – repair, replacement, or refund (at NLight’s option) – are the exclusive remedies available to the customer under this warranty. This means that, to the fullest extent permitted by law, the customer cannot seek other remedies for a defective product under this warranty beyond what is described here. NLight’s liability is limited to these remedies (see Section 6 below).

If No Fault Found / Not Covered: If NLight’s evaluation determines that the returned product does not have any defect, or that the issue results from a condition not covered by warranty (see Section 3), NLight will notify the customer. In such cases, NLight may offer to either return the product as-is or repair it at the customer’s expense (if possible). If the customer opts not to have it repaired outside warranty, NLight will ship the unit back (unrepaired) if requested, freight collect (meaning the customer pays shipping). Additionally, NLight reserves the right to charge the customer a testing or handling fee for the inspection in this scenario, to cover the costs incurred for evaluating a non-warranted return. If the customer does not respond or arrange for return of a non-warranted unit, NLight may consider the item abandoned after a notified period and dispose of it.

By adhering to the above terms, NLight ensures a fair and prompt resolution of genuine warranty issues while protecting itself from non-warranted liabilities.

6. Limitations of Liability

While NLight stands behind its products, this warranty is subject to important limitations and disclaimers:

Exclusive Remedy: As stated, the remedies provided under this warranty (repair, replacement, or refund at NLight’s discretion) are the sole and exclusive remedies available to the customer for defects in the Products. The customer may not seek to recover any other form of damages or relief for a product failure under this warranty, except for those provided herein. NLight’s total cumulative liability for any product under this warranty shall not exceed the original purchase price paid for that product.

No Other Warranties: To the fullest extent permitted by law, NLight disclaims all other warranties or conditions, whether express, implied, or statutory, that are not expressly provided in this document. This includes, for example, any implied warranty of merchantability (the notion that the product is of average acceptable quality and fit for sale)

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and any implied warranty of fitness for a particular purpose. NLight does not authorize any other person or entity to give any other warranties on its behalf. If a distributor, installer, or retailer has provided any additional promises or representations about the product's performance or reliability that differ from this written warranty, those statements are not binding on NLight. The customer's sole warranty rights are as set forth in this document. (Note: Some jurisdictions do not allow the exclusion of certain implied warranties for consumer products, so certain implied warranty disclaimers may not apply to a consumer who has statutory rights – see Section 7.)

No Liability for Indirect or Consequential Damages: NLight will not be liable for any indirect, incidental, special, or consequential damages of any kind in connection with the product. This means that, for example, NLight is not responsible under this warranty for: - Any loss of profits or revenue that the customer (or end-user) may suffer due to a product failure. - Any loss of production, yield, or crop issues in a horticultural operation due to lighting downtime. - Costs of renting substitute equipment or purchasing temporary replacement lights. - Loss of data or operational information, or other equipment damaged by failure of the NLight product (it is assumed appropriate electrical protections are in place as required). - Business interruption, downtime costs, or loss of use of the facility or equipment. - Damage to property other than the product itself, or claims of third- parties against the customer. - Any other consequential or incidental losses or damages, even if NLight has been advised of the possibility of such damages.

In summary, NLight's liability is limited strictly to the repair, replacement, or refund of the defective product itself, and does not extend to secondary losses. Some of the above examples of indirect damages might be covered by insurance carried by the customer; but they are not recoverable from NLight under this warranty.

Limitation on Duration of Implied Warranties: In jurisdictions that do not allow a complete exclusion of implied warranties, any implied warranties that exist under law (for example, an implied warranty that the product is of acceptable quality) are limited in duration to the same length as the 5-year warranty period. For instance, if a law implies a warranty of merchantability, we hereby limit that implied warranty to five years from the date of delivery. (Again, if your jurisdiction disallows limiting the duration of an implied warranty, this provision may not apply to you.)

No Other Representations: No agent, employee, or representative of NLight, or any third-party reseller or installer, is authorized to modify or extend the terms of this warranty or to make any representations or promises different from those stated here. NLight will not be bound by any such unauthorized statements.

Condition of Use: NLight's obligations under this warranty are conditioned on the Product being stored, installed, used, and maintained as per NLight's specifications and instructions. NLight shall not be liable for any issues arising from the customer's failure to meet these obligations (see Section 3 for conditions that void coverage).

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Mitigation of Damages: The customer is expected to take reasonable steps to mitigate any damages if a product defect is discovered. For example, if a luminaire shows signs of malfunction (smoke, overheating), the user should turn it off and unplug it, rather than continue to operate it and potentially exacerbate the problem. NLight will not be responsible for damage that could have been avoided by prudent action on the part of the user after a defect was observed.

Maximum Liability: In any event and under any theory of liability (whether contract, tort, or otherwise), NLight's maximum aggregate liability for claims arising from a particular product will not exceed the amount actually paid by the customer for that product. This limitation is cumulative and not per-incident. NLight's pricing of products is based on these limitations of liability and warranty terms; extending liability beyond these terms would alter the risk allocation and price.

Consumer Specific Rights: If you are a consumer (rather than a business purchaser), please note that some of the above limitations may not fully apply to you, because consumer protection laws in your jurisdiction may grant you certain non-waivable rights. See Section 7 regarding consumer rights – NLight acknowledges those rights are not overridden by this warranty.

7. Governing Law, Jurisdiction, and Statutory Rights

This Limited Warranty shall be governed by the laws of the Netherlands, excluding any conflict-of-law principles that would apply the laws of another jurisdiction. It is intended to be enforceable in the Netherlands, and NLight BV as the warrantor is a Dutch entity. By accepting this warranty, the purchaser agrees that any disputes arising out of or in connection with this warranty (or the Products covered by it) that cannot be resolved amicably will be subject to the exclusive jurisdiction of the courts of the Netherlands. You agree that any such legal proceedings shall be brought in a competent court in the Netherlands.

For clarity, the United Nations Convention on Contracts for the International Sale of Goods (CISG) does not apply to this warranty or any sales of products covered by it; its application is expressly excluded.

However, nothing in the above choice of law or forum limits or reduces any mandatory consumer rights available under local law. This warranty operates in addition to, and does not affect, statutory rights that consumers have under law which cannot be waived or limited by agreement. In the European Union (including the Netherlands), for example, consumers are entitled to certain guarantees of product conformity for a minimum period (often two years) by law, and this commercial warranty does not diminish those guarantees. If you purchased the product as a consumer, you retain all rights under the EU Consumer Laws and Dutch civil code regarding product defects, which may include the right to have the product brought into conformity, or to certain remedies if the product is

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not in conformity, even beyond the terms of this document. This NLight warranty provides specific additional coverage of 5 years for our products, but it does not override the legal protections you have. In the event that any term of this warranty is found to conflict with a provision of applicable law (for example, a law that provides a non-excludable warranty or remedy), the provisions of applicable law will prevail and apply, and the conflicting part of our warranty shall be interpreted in a way that complies with the law or, if necessary, treated as severed from this warranty, without affecting the validity of the remainder of the warranty.

In summary, we want our customers to be confident that this warranty coexists with their legal rights – it gives you additional peace of mind for 5 years, and does not reduce any legal recourse you may have.

8. General Provisions

Entire Agreement: This warranty document represents the entire agreement between NLight and the purchaser with regard to the warranty of the Products. It supersedes and replaces all prior or contemporaneous understandings, communications, or representations (whether oral or written) regarding the product's warranty. No NLight employee or authorized reseller is permitted to make any modifications, extensions, or additions to this warranty unless in a formal written amendment signed by an authorized officer of NLight. By purchasing and accepting delivery of the Product, the purchaser acknowledges that they have not relied on any statements, representations, or promises about the Product's quality or performance other than what is expressly stated in this document or an official NLight sales contract. Any promises or conditions not contained herein (or in a signed contract) are not binding on NLight.

Amendments and Updates: NLight reserves the right to amend or update the terms of this Limited Warranty for future products or future sales. Any such changes will not be retroactive – they will apply only to products purchased after the effective date of the revised warranty policy. The warranty terms that apply to a given Product will be those in effect on the date of purchase (unless a specific different warranty was offered in writing as part of that sale). NLight may occasionally issue updated warranty statements to reflect improvements or changes in policy, regulatory requirements, or product features. Customers are encouraged to register their products or maintain contact with their NLight distributor to receive any important warranty updates or service bulletins. No change to this warranty shall be valid unless it is made in a written document issued by NLight BV (and, if required by law, communicated to the purchaser).

Severability: If any provision of this warranty (or portion thereof) is held to be illegal, invalid, or unenforceable under applicable law, that provision shall be modified to the minimum extent necessary to make it enforceable (if possible) or, if modification is not possible, it shall be severed (removed) from the warranty. In either case, the remaining provisions of the warranty will remain in full force and effect.

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In other words, the invalidity of one clause does not affect the validity of the rest of the warranty. We intend no term of this warranty to conflict with mandatory legal requirements; and to the extent any does, it shall be adjusted to conform to the law.

No Waiver: NLight's decision not to enforce a particular term of this warranty (or to grant an extension or leniency to the customer in a specific instance) shall not be deemed a continuing waiver of that term or any other term. NLight retains the right to enforce all terms on future occasions. The customer likewise cannot claim any waiver of terms unless explicitly granted in writing by NLight.

Language and Communication: This warranty is offered in the English language only. In case of any translation of this warranty into another language, the English version shall prevail in interpretation. All communications and documentation in the warranty claim process should be in English (unless otherwise agreed, or unless local law gives you the right to communicate in another official language). NLight may provide courtesy translations of this warranty or related documents, but the English text is the binding version. By purchasing the Product and engaging in the warranty process, you acknowledge that you understand the English language sufficiently to comprehend the terms of this warranty (or you will have it accurately translated at your responsibility).

Service and Support Commitment: Even beyond the strict legal terms of this warranty, NLight is committed to customer satisfaction. We strive to handle all valid warranty claims promptly and professionally. Our goal is to support growers and users of NLight products in maintaining their operations with minimal disruption. If you encounter any issues, our support team is available to assist with troubleshooting and to guide you through the warranty process. We value our customers and appreciate feedback – any insights gained from warranty cases are fed into our continuous improvement process for product quality and durability.

Effective Date: This warranty is effective for NLight Products delivered on or after [effective date] and remains in effect until superseded by an updated warranty policy. NLight BV reserves the right to modify this warranty as stated in Section 8, but any such changes will not affect Products already under warranty except as required by law.

Contact Information: For warranty service or questions about this warranty, please contact NLight BV at Walserij 53, 2211 SJ Noordwijkerhout, Netherlands, or via email/phone as listed on your purchase documentation. We recommend having your product information and proof of purchase on hand when contacting us.

By offering this 5-Year Limited Warranty, NLight BV aims to provide confidence in the reliability and quality of our horticultural lighting products. This document is intended to be a standalone, comprehensive warranty statement, and it replaces any older NLight warranty documents. Please retain a copy of this warranty for your records.