

ASTRICA LIMITED WARRANTY

This limited warranty (“Limited Warranty”) constitutes the complete and exclusive warranty agreement between the original buyer (“Purchaser”) of Astrica Products and Astrica Tech, Inc. and its worldwide parent, subsidiaries and affiliates regarding the warranty for the Products and supersedes any prior warranty or representation, including representations made in Astrica sales literature or advice given to Purchaser by Astrica or its agent or an employee of Astrica that may have been made in connection the Purchaser’s purchase of the Products. No change to the conditions of this Limited Warranty is valid unless it is made in writing and signed by an authorized representative of Astrica.

Astrica warrants to Purchaser that at the time of shipment the goods sold hereunder will be free from defects in material and workmanship, and will confirm to Astrica’s applicable specifications, or if appropriate, to other specifications accepted by Seller.

Subject to the terms of this Limited Warranty, each new Product sold by Astrica to Purchaser shall be free from defects in material and workmanship in normal use and service for a period equal to the earlier of twelve months (For dimmers) or 3 years (For qualified Luminaires) from (i) the date of start-up (as evidenced by a document executed by Astrica, if applicable) or (ii) the date of shipment from Astrica (as shown in the records of Astrica) (the “Limited Warranty Period”).

This Limited Warranty is non-transferable to anyone who obtains ownership of the Product from Purchaser, and is subject to the following additions, exceptions, exclusions, and limitations. In the event of a sale to a third-party financing company for the benefit of Purchaser, where customer is shipped and takes initial possession of Product from Astrica, Purchaser will not be precluded from claims under this Limited Warranty.

This Limited Warranty does not apply to (i) failure occurring as a result of abuse, misuse, negligent repairs, repairs performed by non-Astrica-certified personnel, corrosion, erosion, normal wear and tear, alterations or modifications made to the Product without the express written consent of Astrica; (ii) failure resulting from attachments, accessory items and parts not sold or approved by Astrica, damages arising from shipping, installation, accidents, tampering, vandalism or acts of God, (iii) failure resulting from any installation of the Product by third parties; (iv) failure resulting from any use judged by Astrica as improper; or (v) failure to follow the recommended operating practices and maintenance procedures as provided in the Products’ operating and maintenance manuals.

Astrica reserves the right to modify, alter and improve any Product part or parts without incurring any obligation to replace any Product previously sold without such modified, altered or improved part or parts.

No person is authorized to give any other warranty or to assume any additional obligation on Astrica’s behalf unless made in writing and signed by an authorized representative of Astrica.

This Limited Warranty shall cease to apply if the Products are removed from the country to which they were originally shipped by Astrica.

Products and services provided “AS IS,” including without limitation prototypes and pre-production samples and any services are provided “AS IS” without warranty of any kind.

Provided to us by:

Jian Huihe
Director of US Operations
Astrica Scientific