AgriShift® LED LIGHTING Products Limited Warranty

Warranty Policy

This document sets forth the warranty policy of the ONCE Innovations, Inc. (hereinafter: "ONCE") from which you ("Purchaser") purchase your lighting products. This policy is applicable only to ONCE branded AgriShift® Lighting products (hereinafter "Products").

This warranty policy is subject to the provisions as set forth herein and is subject to the terms and conditions as attached to this document (hereinafter: "Warranty Terms and Conditions"). This warranty policy only applies if referred to in a sales agreement between ONCE and the Purchaser and supersedes any standard warranty clause provided in the ONCE general terms and conditions of sale.

A. Warranty period

Subject to the provisions as set forth in the Warranty Terms and Conditions and as set forth hereunder, the warranty period for Agrishift® PL, EL, SL, FL series Lighting products is the earlier of (i) 36 months from date of installation or (ii) 42 months from the date of manufacture as indicated by the manufacturing date code on the product.

B. Special conditions

• Warranty period starts from date of installation, limited to +6 months after manufacturing date code.
• Product has to be applied in accordance to ONCE specifications and guidelines and with usage in accordance with all applicable regulations.
• Purchaser has to provide complaint information (e.g., system used, installation date); no upfront registration is required.
• ONCE reserves the right to examine all failed ONCE AgriShift LED Poultry lights to determine the cause of failure and patterns of usage and reserves the right to be the sole judge as to whether any of these Products are defective and covered under this warranty.
• Compensation is product for product replacement for all confirmed failures; no minimum threshold applies; labor costs are not covered.

LIMITED WARRANTY

1. Limited Warranty

The warranty as described herein shall only apply to lighting products sold by Once Innovations, Inc. ("ONCE") under the AgriShift® brand (hereinafter referred to as "Product"). The warranty is only applicable to the party purchasing the products directly from ONCE, ONCE authorized dealer or ONCE authorized distributor (hereinafter referred to as: "Purchaser"). ONCE warrants that each Product will be free from defects in material and workmanship. If a Product fails to operate in accordance with this warranty ONCE will provide free replacement or repair of the failed Product subject to the applicable warranty policy and the limited warranty terms and conditions set forth below.

2. Terms and Conditions

• ONCE'S warranty flows only to Purchaser. If any Product covered by this warranty is returned by Purchaser in accordance with section 3 and within the applicable warranty period set forth in the warranty policy and upon examination ONCE determines to its satisfaction that such Product failed to satisfy this warranty, ONCE 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.
• If ONCE chooses to replace the Product and is not able to do so because it has been discontinued or is not available, ONCE may refund the purchaser or replace the product with a comparable product (that can show small deviations in design and product specification).
• This limited warranty only applies when 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, NEC or any other applicable standards or any other document accompanying the Products. If a Product is found to be defective, or not performing per the product specifications, the Purchaser must notify ONCE in writing.
• ONCE will facilitate the technical resolution of problems. Third party products sold by ONCE are not covered under this warranty, except as indicated in section 5.
• 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).
• This warranty does not apply to damage occurring during transportation of the product to a Purchaser or final installation place.
• This warranty shall be void in the event any repairs or alterations not authorized by ONCE in writing are made to the Product by any person.
• If requested by ONCE, the non-conforming or defective Products shall become ONCE'S property as soon as they have been replaced.
• ONCE reserves the right to make the final decision on the validity of any warranty claim.
• ONCE warrants Product or component/part replacement only and does not provide for shipping and handling of returned merchandise, replacement shipping costs, or labor costs associated with removing and replacing of the warranted Product and/or its associated components or parts.
• ONCE does not authorize or permit any party, including its agents, distributors or dealers to assume for ONCE any other obligations or liability.

3. Warranty Claims

All warranty periods mentioned are subjected to a ONCE representative having access to the failed product or system for verification of non-compliance. Warranty claims have to be reported and returned to the local ONCE office within 30 days after discovery, specifying at least the following information (additional info may be required on request):

1. Products failed number and % of failures, date-code
2. Installation date and invoice information
3. Detailed description of problem, relevant electrical systems
4. Application, total hours of use
5. Number of switching and dimming cycles

4. No implied or other warranties

• The warranty and remedies contained in the terms of the limited warranty are the only warranties given by ONCE with respect 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 state ONCE's entire liability and obligation to Purchaser and Purchaser's sole and exclusive remedy in connection with defective or non-conforming Products supplied by ONCE to Customer, 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 ONCE has been advised or is aware of such defects.

5. Limitations and conditions

• Upon request, ONCE representatives have to be allowed to access the defective Product, system or application for verification of non-compliance.
• ONCE cannot be held liable for electrical supply conditions, including supply spikes, over-voltage/under-voltage and Ripple Current control systems that are beyond the specified limits of the products and those defined by relevant supply standards.
• With respect to products sold to the Purchaser by ONCE but not bearing the ONCE name or sub-brands, ONCE makes no warranty of any kind, express or implied, including, without limitation, any warranty of merchantability or fitness for a particular purpose, but will make available to the Purchaser upon request but only to the extent permitted by law and relevant contracts, the warranties of the manufacturer of the relevant product.

TO THE EXTEND PERMITTED BY APLICABLE LAW, THE FOREGOING SHALL CONSTITUTE THE EXCLUSIVE REMEDY OF THE PURCHASER AND THE SOLE LIABILITY OF ONCE FOR ONCE LED LIGHTING PRODUCTS. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IS TO BE IMPLIED. IN NO EVENT SHALL ONCE BE LIABLE FOR ANY OTHER COSTS OR DAMAGES, INCLUDING LOST PROFITS OR REVENUES, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES.