



Quebec City, February 2022

## **LUMCA WARRANTY PRODUCT STATEMENT**

### **COVERAGE**

Lumca is committed to fulfill a warranty covering:

- LED light engine against defects in material and workmanship for a period of ten (10) years from the date of invoice.
- Drivers against defects in material and workmanship for a period of five (5) years from the date of invoice.
- Poles, fixtures & other accessories against defects in material and workmanship for a period of ten (10) years from the date of invoice.

Lumca is also committed to fulfill a warranty covering paint against peeling, cracking and discoloration on the finish of its fixtures for a period of Ten (10) years from the date of invoice. All visible painted surfaces of the final assembled product are covered, and the following rules shall apply:

- Discoloration will be measured in E units (CIE 1976 CIELAB) using procedure ASTM D 2244 (latest revision), comparing an unexposed sample to an exposed surface after removal of dirt and chalk.
- Corrosion and lack of adhesion will be evaluated using procedure ASTM D3322-82 (latest revision), based on the complete assembled product.
- Gloss retention will be measured using procedure ASTM D 523 (latest revision), comparing an unexposed sample to an exposed surface after removal of dirt and chalk.

### **INSPECTION AND NOTICE**

It is the responsibility of the Customer to inspect the products and any packaging upon reception, and to report to Lumca any abnormal condition as to quality and quantity, as the case may be, within three (3) days following the reception of the products or following knowledge of a defect that could not have been discovered at the initial inspection. The Customer shall immediately, upon request, return to Lumca any defective products under warranty, in their original packaging or any secure packaging. Under no circumstances should defective or damaged material be installed.



It is the responsibility of the Customer to properly and periodically test the products, and to report to Lumca any defect of the products discovered in the course of such testing.

The Customer shall also, upon request, allow Lumca full and free access to the products (without waiver of liability or other restriction imposed as a site access requirement) and shall allow Lumca to use necessary machines, communication facilities and other equipment on site at no charge.

## **EXCLUSIONS**

This warranty does not apply to any failure or other defect resulting in whole or in part from any one or more of the following causes: normal wear and tear, abuse, misuse, neglect, negligence, accident, improper testing, improper installation, improper storage, improper handling, abnormal physical stress, abnormal environmental conditions, use contrary to any instruction issued by Lumca, reconstruction, repair or alteration, Act of God or other force majeure event, use with any product that has not been approved by Lumca or any cause beyond the control of Lumca. In the event of freight damage, a freight claim must be filed with the carrier, and Lumca shall be released from liability accordingly.

In addition to the foregoing, the paint finish is subject to the following specific exclusions: stray electric currents, contact of the coating with acids or alkaline substances not present in normal atmospheric conditions, exposure of the coating to temperatures in excess of 170 degrees F., falling or thrown objects, collisions, fire, explosion, voluntary criminal damages or other similar casualties.

## **LIMITATIONS**

In order to perform its warranty obligations, Lumca shall proceed in a reasonable time to the repair, the replacement or the refund, at its sole option, of the defective products or the defective parts, and after such reasonable additional time as may be required to inspect the records, information, and products to substantiate the applicability of this warranty.

EXCEPT FOR THE FOREGOING EXPRESS LIMITED WARRANTIES, THE PRODUCTS ARE PROVIDED "AS IS," WITH NO OTHER WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LUMCA'S LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR A CLAIM OF ANY KIND RELATED TO THE PRODUCTS, WHETHER FOR BREACH OF CONTRACT OR WARRANTY, STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, SHALL NOT EXCEED THE AGGREGATE OF AMOUNTS PAID, IF ANY, TO LUMCA FOR THE PRODUCTS INVOLVED IN THE CLAIM. IN NO EVENT WILL LUMCA BE LIABLE FOR INDIRECT, SPECIAL,



INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOST DATA, PRODUCT FAILURE OR MALFUNCTION, BODILY DAMAGES OR DEATH), EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

ALSO, LUMCA DOES NOT AND CANNOT REPRESENT OR GUARANTEE THAT THE PRODUCTS ARE FREE FROM DEFECTS OR THAT THE PRODUCTS MAY NOT BE DISABLED, IN NEED OF REPAIR, COMPROMISED OR CIRCUMVENTED. RELYING ON ITS OWN JUDGEMENT OR KNOWLEDGE, THE CUSTOMER ACKNOWLEDGES THAT THE PRODUCTS DO NOT PROVIDE ABSOLUTE PROTECTION AGAINST ANY TYPE OF DANGER, THAT ADDITIONAL OR SECONDARY PRODUCTS, SYSTEMS OR PROCEDURES MAY BE ADVISABLE, AND THAT THE CUSTOMER HAS CHOSEN THE PRODUCTS WITH FULL UNDERSTANDING OF THEIR LIMITATIONS. LUMCA MAKES NO REPRESENTATION THAT THE USE OF THE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE OR THAT THE PRODUCTS WILL ALWAYS FUNCTION AS INTENDED.

It is the duty of the Customer to disclose the foregoing limitations to its clients, and to all third parties to which the products may be made available in any way. The Customer agrees to, and shall, indemnify and save harmless Lumca, its employees, subcontractors, agents and assigns from and against all claims brought by the said clients or third parties. This provision shall apply to all claims, demands, liabilities, damages, losses, expenses including attorney's fees, and lawsuits, resulting directly or indirectly from any allegation of breach of warranty by Lumca.

A handwritten signature in blue ink, appearing to read "Dennis Dion", is written above a horizontal line.

Dennis Dion  
Co-President, Head of Sales & Marketing  
Lumca Inc.