

W A R R A N T Y

FIVE (5) YEAR PRODUCT WARRANTY



1. Moonlight Aydınlatma Sanayi ve Ticaret AŞ ("Heper") guarantees that Heper and Moonlight branded products ("Products") are free from manufacturing and/or material defects, provided the same are used in compliance with their intended use, for a period of five (5) years from the invoice date.

2. This warranty ("Warranty") is given by Heper to your company ("Customer") on the Heper 2019 catalogue standard Products that made subject of the supply, shown in its catalogues. Catalogues can be accessed from www.heperlighting.com

Depending on the Product types, the following warranty periods shall apply:

Products	Warranty Period
Customized or non-standard products	1 year
Recessed Products	2 years
Floodlights	
Conventional Products	
Bollards	3 years
Surface-Mount Luminaires	
Technical Products	5 years
Light Columns	
Pole top Luminaires	
Tunnel Lighting Products	

Customer declares, accepts and undertakes that he shall be responsible of informing to Heper his Client's ordered Products details (Place of installation and any other information that is required in Article 3)

Customer's clients shall be named as End User of Products according to the present Warranty and any responsibility that is needed to fulfil shall perform by Customer for the name of his Client.

3. The Warranty will be activated only if the Customer registers the installation address, order confirmation number ("OC"), and other relevant details of the Products on <https://heperlighting.com/five-year-warranty-registration-form/> within thirty (30) days from the invoice date.

Should the activation procedure not be completed, the warranty period shall be applied for two (2) years only instead of five (5) years for Technical Products, Light Columns and Tunnel Lighting Products. For other Products this period shall apply as one (1) year. In any case, the warranty period shall start from the invoice date.

4- The Warranty shall only be valid provided if:

- a- The Products are used in compliance with the Products specifications and user's instructions (technical specifications).
- b- The Product is installed, overhauled and/or assembled by specialized technical staff in compliance with the instructions ("Installation Guide", "Instruction Manual" and/or "Maintenance Guide") accompanying the Product.
- c- Temperature and voltage limit values are not exceeded and the Product is not subjected to mechanical loads which do not comply with its intended use.
- d- The Products are installed and used on conditions that shown below:
 - Maximum night temperature should not exceed 40 °C.
 - Products are used in operating temperature range which is written in Product's datasheets.
 - Maximum day temperature should not exceed 50 °C when the Products are off.
 - Within the five (5) year period, the warranty covers up to max. 20,000 working hours, corresponding on average to 11 (eleven) working hours/day. Heper tunnel and underpass luminaires, does not have any limitations on yearly burning hours.
- e- As regards the electronic ballasts, the Product is installed with lamps compliant with the relevant IEC specifications in force on the purchase date.
- f- Maintenance works are carried out on the Product only by specialized technical staff in compliance with any instructions accompanying the Product and no modifications/repairs are carried out on the Product without written authorization or not complying with the accompanying instructions.
- g- The Customer has previously carried out all first-level interventions as described by the instruction manual and /or

related other manual (if it is written) accompanying the Product. The defective and/or alleged defected Products are stored by the Customer in its state as is (including the light source) for the time required by Heper to carry out the necessary checks on the defects/faults claimed.

h- With regard to the power supply components (driver, ballast, igniter, capacitor and lightning strike), two (2) years Warranty shall apply. Heper will have no obligations under this Warranty if the alleged defect is found to have occurred as a result of a failure of an electronic component (power supplies, control units, ballast units, LED modules) provided that the failure rate of such component is below 0.2% per 1000 operating hours.

i- LED modules, a drop in the value of the luminous flux of up to 0.6%/1,000 hours of operation is the state of the technology and thus not covered by Warranty. The colour tolerance of LED modules is not covered by the manufacturer's guarantee.

j- The defect has been reported in writing as detailed and photographed by the Customer to Heper within thirty (30) days from its discovery.

If Heper is not notified of the defect within 60 days by Customer and/or if the product is known to be defective and still in use than the warranty shall not be valid and no any liability shall be assumed to Heper.

k- The Customer has duly paid the Product in accordance with the payment terms of the relevant sales contract.

l- The resistance of all the aluminum parts of the Products to corrosion, operation, environmental and maintenance conditions are fulfilled by the Customer:

4.n.1- The points mentioned in sub-articles 4.a- and 4.b- of the present Warranty are fully complied with.

4.n.2- The products are used under the environmental and operational conditions specified in the product technical specifications, except for damage caused by chemical or corrosion effects or by contact with inappropriate substances or by the level of vibration which can be considered extraordinary. For products installed within five (5) km from the sea side, corrosion of the Products is covered by Warranty only in the event that Customer has purchased the Products with Marine Grade Finish, which is offered as an option to Customer. For Products installed in tunnel applications that are located in areas where salt is used on the roads near the tunnel (e.g.: salting in winter time), corrosion of the Products is covered by Warranty only in the event that Customer has purchased the Products with Marine Grade Finish, which is offered as an option to customer.

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4.n.3- Regular maintenance and cleaning is done by specialized technical staff.

4.n.4- No scratches occur on Product' s paint or mechanical parts during installation and/or use.

4.n.5- No elements besides the original parts are added to the Products.

5- The Warranty does not cover:

a. Product defects caused by unforeseen and unforeseeable events, i.e. accidental circumstances and/or force majeure (earthquake, epidemics, civil war, terrorism, insurrection and coup attempts, strikes, lockouts, fire, water raids which are not based on the fault of the Customer or its personnel, electric shocks, and lightning) that cannot be ascribed to a defective manufacturing process of the Product.

b. Defects caused by power disturbances (surges) of range or duration superior to:

5.b.1- For outdoor Products which are shown in www.heperlighting.com under section Product Families > "Road Lighting Luminaries" & "Tunnel Lighting Luminaries" with conditions that are included in the scope of below:

-4000 V between conductor and conductor (differential mode)

-4000 V between conductor and body (common mode)

6- Should the Product be affected by defects covered by this Warranty and provided the terms set forth by paragraphs 3 and 4 above are met, Heper shall be free to decide at its sole discretion whether to repair the part, repair the Product, replacement of the part, replacement of the Product or to offer a price reduction on next purchase after inspection of the part and/or the Product.

7- The Warranty shall not coverif:

a- Any costs resulting from any work required to repair the defect and /or alleged defect (e.g. costs incurred to assemble/disassemble the Product or to transport the defective/ alleged defective/ repaired/new Product as well as expenses incurred for disposal, allowances, travel, labor costs for re-installation, lifting devices and scaffolding). Said costs shall be charged to the Customer.

b- Any parts subject to wear and tear, such as light sources (LEDs excluded), batteries, mechanical parts subject to wear and tear, fans used for active heat dissipation in products with LED sources; as well as to the Product defects that are

attributable to software errors, bugs, viruses or the like. Services, such as software upgrades or added functionality, have not been performed exclusively by the manufacturer or a third party named by the manufacturer.

c- Products sold by Heper under the brand of a different manufacturer.

d- Outdoor Products with black paint finish, installed in non-European countries.

e- For the Plastic parts (e.g. made of polycarbonate) of the Products to the extend they discolor or embrittle due to the natural ageing process.

8- Heper may charge to Customer all costs incurred by Heper in relation to an alleged defect or returned Product(s) that are found not to be a defect, including for freight, testing and handling costs.

9- Outdoor products are manufactured by Heper with innovative manufacturing processes that ensure high quality in terms of resistance to corrosion, abrasion and flaking. Said Products are covered by this Warranty provided defects, if any, affect the structural/mechanical safety thereof and are caused by a defective Product manufacturing process. In such cases, the obligation to prove that the error is due to defects in production or workmanship of the product is at the Customer. Heper reserves the right, if necessary, to take samples from the product it has been found to be defective for, or to test the products in place or at Heper and / or to perform the necessary work for reporting. Also; all expenses arising from these transactions may be recourse to the Customer by Heper.

The Warranty does not cover paintwork defects caused by contact with ground, chemical substances, fertilizers, water containing corrosive agents and stray electrical currents.

10- This Warranty does not apply to Light Management Systems (i.e. Dimming and network control systems, smart city solutions, camera, speaker, wi-fi, etc, and additional third party accessories.) A two (2) year warranty may however be given on such Systems following Heper's assessment of the Lighting project and installation.

11- There will not start a new warranty period unless it is paid in case of repair or replacement of the product after approved

claim. Repairs or replacements will not extend or renew the applicable Warranty Period.

12- The Warranty Period for customized or non-standard products is one (1) year.

13- Conventional Products shall have two (2) years warranty.

14- Unless the Products have been purchased directly from Heper or its representative present warranty shall not be valid.

15- This Warranty, by law, constitutes the sole and exclusive form of warranty for the Product or Products offered to the Customer by Heper on the assumption that activation is correct and will be applied as the final document accepted unless otherwise agreed in writing.

16- The Customer shall have no further claims upon Heper as regards the defective Product. In particular, the Customer may not claim from Heper any expenses incurred for the storage of the defective/faulty Product nor any other costs and/or damages. The Customer shall not request and/or claim any payment extensions, price reductions or termination of the supply contract.

17- The above terms and conditions are intended as subject to and interpreted in accordance with the laws of the Republic of Turkey. The court having jurisdiction in the case of disputes involving the above terms and conditions and, in any case, the interpretation and/or execution of such terms and conditions shall be exclusively the court in Turkey having jurisdiction at of the place where Heper has its registered offices.