



TRAXON

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Warranty Policy

Buyer agrees, when placing orders and accepting Products, in addition to General Sales Terms and Conditions of Traxon Technologies LLC (“Traxon”), to follow terms and conditions of this Limited Warranty Policy for the Products purchased from Traxon.

a. Upon delivery, the Buyer shall conduct an incoming inspection as to the quantity and quality of the Products. If no objection to the quantity and apparent defect in quality is raised within fourteen (14) days after delivery, the Products shall be deemed to be in full compliance with specifications and quality standards and have been accepted by the Buyer with satisfactory quantity and quality and in good status. For any objection to defect of non-satisfaction of specifications and quality standards raised within five (5) years or three (3) years, respectively, as the case may be, for Traxon’s standard Products as provided in the product list in the Annex, its published catalogue or Traxon’s website, which may be updated by Traxon from time to time, or a specified period as separately agreed by Traxon and Buyer for non-standard Product in the applicable Confirmed Orders or user manual after delivery date or the date printed on corresponding invoices, whichever is earlier (“Claim Period”), which is not caused by the Buyer or a third party, the Buyer may report the defect to Traxon. Once Traxon confirms there exists a defect, it shall bear the direct expenses for repairs and/or replacements (excluding removal, installation and/or transportation of Product and/or insurance thereon) of the Product without bearing subsequent cost. Traxon reserves the right to (i) examine all Product to determine the cause of failure and patterns of usage and (ii) be the sole judge as to whether a Product is non-functioning and covered under this Limited Warranty Policy. Upon confirmation by Traxon that a defect exists, Traxon shall repair the Product and/or replace the Product with the same or similar product. This Warranty does not include labor (e.g. removal, installation and/or transportation of Product and/or insurance thereon) of the Product. For replaced or repaired Products, the Claim Period shall start from the original delivery date or invoice date, whichever is earlier, or if such date is unknown, from the date of manufacture. Traxon shall not be liable for any objection on quality of the Product raised by the Buyer after the Claim Period.

b. Traxon expressly declares that there are no warranties of merchantability and of fitness for a particular purpose, whether explicit or implied, with respect to Product sold hereunder. Further, except as expressly provided for herein, no other warranty, condition, or term, whether express or implied is given by Traxon and all such warranties, conditions or terms are hereby excluded to the extent possible.

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c. Coastal Environment Exclusion. Traxon expressly declares that there are no warranties of normal use of the Product sold hereunder within any coastal area of land that exists within 600m of salt water of any kind (“Coastal Environment”), except where the Product are defined as suitable for Coastal Environment.

d. The warranties stipulated herein sets forth the entire and sole remedy of the Buyer, and the entire and sole liability of Traxon arising from the quantity, quality, use and/or purposes of the Product delivered. For the avoidance of doubt, such remedy does not extend to:

i. improper use or application of Product for purposes not in line with installation guidelines, user manual, guidance, instructions, specification or the like issued by Traxon;

ii. damages to Product caused by installation not validated by Traxon;

iii. damages to Product caused by combination with other components or products not supplied by Traxon;

iv. Product where the original identification or marking information has been altered or removed; or

v. failure or defects caused by fire, fluctuations of electric voltage or current, or any natural disasters, force majeure, temperatures beyond scope as provided in specifications or other instructions or guidelines (e.g. lightning or storm).

vi. damages to coating on housing or finish materials of the Product caused by exposure to salty or corrosive environment or failure or defects in Product caused by the foregoing damages to coating on housing or finish materials, except where the Product are defined as suitable for Coastal Environment.

e. Return of non-functioning Product for repair and replacement shall follow procedures set out in the Traxon Return Policy.

f. Warranty period of Product specified by or customized for Buyer will be separately determined by Traxon in order confirmation and/or corresponding invoices.



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g. Traxon reserves all rights to change or amend the Limited Warranty Policy from time to time without further notice to Buyer.

h. Warranty for any products that are not branded or manufactured by Traxon Technologies or e:cue (Third-Party Product) will be passed through from the Original Equipment Manufacturer (OEM) for the period provided by the applicable OEM warranty for the Third-Party Product. Please contact your local Traxon e:cue representative for additional information on Third-Party Product warranties.

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Your Light. Our Passion.