

Limited Warranty:

BDS Industrial Solutions Inc. warrants its new, factory certified products and its parts against defects in material during the specified warranty period. During this period, BDS Industrial Solutions Inc. will, at its sole option, repair or replace a defective product or part without charges. This excludes shipping or installation, field support labor or loss of profit, incoming or revenue.

BDS Industrial Solutions Inc. ("BDS") warrants all BDS brand products, including LED modules, LED street, panel or wallpack luminaires which you have purchased directly from BDS or from BDS authorized distributors to be free from defects in materials under normal use during the warranty period. The customer will process warranty service with BDS's distributor if they purchased from them. This warranty is extended to the first end-user purchaser only ("Purchaser").

This warranty is expressly in lieu of all other warranties expressed or implied and does not extend in any way to consequential or incidental damages, including injury to persons or damage to property. The terms of this warranty may not be amended, altered or extended except by an instrument in writing executed by an officer of BDS.

THIS LIMITED WARRANTY COVERS NORMAL USEAGE ONLY. BDS DOES NOT WARRANT AND IS NOT RESPONSIBLE FOR DAMAGES CAUSED BY MISUSE, ABUSE, ACCIDENTS, EXTREME NATURAL CONDITIONS, UNAUTHORIZED SERVICE OR PARTS, OR THE COMBINATION OF BDS BRANDED PRODUCTS WITH OTHER PRODUCTS. THIS LIMITED WARRANTY DOES NOT COVER NON-BDS BRANDED PRODUCTS.

BDS'S TOTAL LIABILITY, IF ANY, IN DAMAGES OR OTHERWISE, SHALL NOT EXCEED THE INVOICE VALUE PAID BY THE CUSTOMER FOR THE PRODUCT, WHICH IS THE SUBJECT OF CLAIM OR DISPUTE.

Warranty Policy:

- NightSky LED™ light fixtures and their components including LED Electronic Drivers (Philips®/Advance®) and LED Chips (CREE®) are **warranted to be free from defect for a period of ten (10) years from the date of their original purchase.**
- During the warranty period, BDS will repair or replace defective parts with new or, at BDS's option, serviceable used parts that are equivalent to new parts in performance. All exchanged parts and products replaced under this warranty will become the property of BDS.
- Product(s) removal, transportation, reinstallation and related fees are excluded from this product warranty and these fees must be paid by the Purchaser.

Warranty Extension:

- This limited warranty can be extended to include Labour and/or Materials for a specific project if delivered by BDS directly to the Purchaser.
- Official confirmation letter will be provided to the Purchaser if such extension is required.

RMA Policy:

DOA (Dead on Arrival) Products:

- Customer shall request DOA merchandise to be replaced within 5 days from the date of the delivery to the Purchaser.
- Customer must request an RMA (Return Material Authorization) number for the DOA product within 5 days from the date of the corresponding issued Invoice.

Regular RMA (In-Warranty Products):

- This provision excludes products which defects are caused by customer and/or carrier's mishandling.
- The following described products are excluded from repair service, and are advised not to be sent back to BDS for repair as they are deemed not repairable;
- Products found bent, corroded, deformed, mildewed, broken, rusted, scratched or of similar conditions.

RMA Return Procedure:

- Customer shall email the detail information of defective products to info@bdsindustrial.com
- The information should include returned quantity, model identifier, problem description and Purchaser's contact information.
- RMA number and further instructions will be emailed in return.

Prepare Products Return For Service:

BOX or CARTON

- When returning a product back to BDS it should be boxed and packed in the original packing to prevent damage in transit.
- If original is not available a comparable corrugated box/carton and foam packing should be used to prevent damage to the product during shipping.
- Damaged product will be refused.

SINGLE PACKAGE SHIPPING

- BDS recommends the use of the original corrugated box/carton and foam packing.
- If original box/carton is not available, pack in a double walled corrugated box/ carton, which can withstand the weight of the product.
- For best results contact your carrier for their packing and shipping guidelines.

DISCREPANCIES

- Any claims for loss or damage must be made directly to the carrier by the shipper. BDS will notify the customer within 2-4 business days after any damage or non- BDS product received.
- BDS reserves the right to refuse any shipment, which is suspected of damage.

Freight Charges:

- BDS and Purchaser, each party will pay for one-way shipping for depot repair and replacement of eligible Product(s) within the warranty period.
- Customer will pay a round trip charge for out of warranty repair.

RMA Turn-Around Time:

- BDS department will retain the Product(s) for 5-10 business days in its facility in order to process your RMA application.
- In order to ensure a fast turn-around time, the Product that is shipped back to the Purchaser will be the same model replacement or the original Product as returned RMA.
- BDS will decide either way without notice.

Damages:

All damages must be reported and noted on the Bill Of Lading (BOL) on the same day the Product is received, and faxed to BDS immediately in order to properly file a claim report. Otherwise, the Purchaser is responsible for all incurred repair costs, which may include: labor, parts, and all related shipping charges.

BDS retains the right to assess all warranty claims and to determine if damages are covered by the warranty. In case of a claim that is not covered by the warranty, the Purchaser will be contacted to determine whether BDS should repair the damage for a fee or whether the product should be returned to the Purchaser as received by BDS.