

Letter of Warranty

Lighting Products

KOVA Limited Warranty

Product Categories: Lighting Products (Bulbs, Lamps, Integrated & Socketed Fixtures; Fluorescent & LED)

KOVA residential and multi-family lighting products are warranted to be free from defects in material and workmanship when properly installed and serviced per the table below. Unless specifically stated otherwise, the warranty start date begins on the date of delivery.

Rated Life	Warranty Period
0 – 14,999 hours	1 year
15,000 – 29,999 hours	2 years
30,000 - 49,999 hours	3 years
>50,000 hours	4 years

Product Description	Warranty Period
Socketed fixtures	1 year
Lighting products without rated life hours	1 year

Subject to the terms and conditions listed below, KOVA Products, Inc. will repair, provide a replacement part or product, or refund the original purchase price for defective products during the warranty period. The decision to resolve warranty defects by repair, replacement, or refund will be made at KOVA Products, Inc.'s sole discretion. KOVA Products, Inc. recommends using a licensed professional for all installations or repairs.

THIS IS A LIMITED WARRANTY. THE FOLLOWING CONDITIONS ARE NOT COVERED BY THE WARRANTY:

- 1. Faults or damage caused by installation error, improper maintenance, neglect, altering, tampering, or careless operation or handling of the products that are not in accordance with Katerra instructions or specifications, or if it is used for other than the intended purpose after the product has been delivered and accepted by the receiving party whether performed by a contractor, service company, or yourself are excluded from this warranty.
- 2. Damage caused by using cleaners not in compliance with cleaning recommendations.
- 3. Normal wear and tear due to the normal aging of the product, including parts that are expected to deteriorate over time. Gloss reduction, scratching, abrasions, deterioration (due to the use of paints, solvents, or other chemicals), staining or alkaline etching of the finish over time due to use, cleaning practices, or water or atmospheric conditions, are not manufacturing defects but are indicative of normal wear and tear.

4. This warranty does not cover temporary marks on the products including but not limited to metal marks, fingerprints or smudges or other temporary marks made by household items.

- 5. Warranty to or replacement of consumable parts inclusive to the purchase. Batteries, if applicable to the product, are not covered by warranty.
- 6. Damage caused by direct exposure to water or other liquids.
- 7. This warranty does not cover products that the customer decides they do not like after installation due to color, styles, or other opinions based on personal preference.
- 8. This warranty does not cover cosmetic damage not reported in the first 48 hours after delivery. All products must be inspected before installation. Installation of products with visual defects or nonconformities apparent before installation voids this warranty.
- 9. Damage from children, pets, or insects.
- 10. KOVA Products, Inc. is not responsible for damage or injury caused in whole or in part by natural calamities or acts of God, (including but not limited to earthquakes, tornadoes, tropical storms, hurricanes, lightning, windstorm, fires, floods), exposure to corrosive contaminants, (including but not limited to salt water or chemicals in storm waters), explosions, biological infestations, improper storage or handling, job site conditions, architectural and engineering design, structural settling or movement, acts of vandalism, or accidents.
- 11. Outdoor installation: Unless specifically stated otherwise, this product is not recommended for outdoor installations, installation in indoor swimming pools, shower pans, grill tops, hot tubs, saunas, steam rooms, recreational vehicles, air- or water-going vessels.
- 12. Labor: This warranty is for material only. KOVA Products, Inc. is not responsible for labor charges including installation, removal, disposal, and reinstallation; or other incidental or consequential costs associated with surrounding material such as walls, ceilings, paint, cabinets, or flooring.
- 13. Light Commercial Use: Residential and multi-family warranty assumptions are based on 3 hours of usage per day. Excluded from this limited warranty are operating environments and usage scenarios that significantly differ from normal residential usages patterns and operating conditions. These lighting products are not warranted for commercial or industrial applications. If there are questions as to the type of use that is considered "Light Commercial", please contact your KOVA Products, Inc. sales representative before purchase and installation.
- 14. Failure of the product to perform during power failures, interruptions, or inadequate electrical service.
- 15. Replacement of house fuses, resetting of circuit breakers, or to correct house wiring; or failure of the product caused by the delivery of incorrect electrical current or voltage.

The cost of repair or replacement under the above excluded circumstances shall be borne by the customer.

Letter of Warranty Rev. 1/2022

Under no circumstance shall the liability of KOVA Products, Inc. exceed the original purchase price of the warranted product(s).

Repaired parts or replacement units are warranted for the remaining portion of the original unit's warranty period. The original warranty period is not extended by repair or replacement activities.

This limited warranty is non-transferable and only applies to the original owner and the original installation location in the United States. Proof of purchase is required for any warranty claim.

DISCLAIMER OF IMPLIED WARRANTIES

IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED TO ONE YEAR OR THE SHORTEST PERIOD ALLOWED BY LAW. SOME STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS, SO THIS LIMITATION MAY NOT APPLY TO YOU.

LIMITATION OF REMEDIES – EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES

The remedies contained herein are the only remedies available for breach of this warranty. KOVA Products, Inc. shall not be liable for incidental or consequential damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so these limitations and exclusions may not apply to you.

This warranty gives you specific legal rights, and you also may have other rights that vary from state to state.

WARRANTY CLAIMS

Warranty replacements for KOVA Products, Inc. retail lighting products should be returned and exchanged from the retailer they were purchased from.

To submit a warranty claim, please email <u>warranty@kovaproducts.com</u>. Product description, model or part number, serial number, and proof of purchase are required to support any warranty claims.

Please follow Katerra's maintenance guidelines below when caring for your countertop.

Letter of Warranty Rev. 1/2022

WARNINGS

 Some bulbs are not suitable for use with total enclosure luminaries or dimmers. Please see the original product packaging for installation guidance related to your specific product.

- KOVA Products, Inc. bulbs are not intended for use with emergency exit fixtures or emergency lights.
- Risk of electric shock do not use where directly exposed to water. Before replacing bulbs, turn off the power and let the lamp cool to avoid electric shock or burn.
- Only install in operating environments between -4°F to +113°F (-20°C to +45°C).