

Light is OSRAM

OSRAM

Our Brands

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traxon

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Warranty - Asia Pacific

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

a. Upon delivery, the Buyer shall conduct an incoming inspection as to the quantity and quality of the Goods. If no objection to the quantity and apparent defect in quality is raised within fourteen (14) days after delivery, the Goods 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 standard raised within five (5) years or three (3) years, respectively, as the case may be, for Traxon’s standard Goods 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 upon otherwise by Traxon and Buyer for non-standard Goods of Traxon in the respective 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 Goods and/or insurance thereon) of the Goods without bearing subsequent cost.

For replaced or repaired Goods, the Claim Period shall start from the original delivery date or invoice date, whichever is earlier. Traxon shall not be liable for any objection on quality of the Goods raised by the Buyer after 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 Goods 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.

c. Coastal Environment Exclusion. Traxon expressly declares that there are no warranties of normal use of the Goods sold hereunder within any coastal area of land that exists within 600m of a salt water of any kind ("Coastal Environment"), except the Goods 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 Goods delivered. For the avoidance of doubt, such remedy does not extend to:

- (i) improper use or application of Goods for purposes not in line with installation guidelines, user manual, guidance, instructions, specification or the like issued by Traxon;
- (ii) damages to Goods caused by installation not validated by Traxon;
- (iii) damages to Goods caused by combination with other components or products not supplied by Traxon;
- (iv) Goods 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. lightening or storm).
- (vi) damages to coating on housing or finish materials of the Goods caused by exposure to salty or corrosive environment or failure or defects in Goods caused by the foregoing damages to coating on housing or finish materials.

e. Return of defective Goods for repair and replacement shall follow procedures set out in the Return Policy of Traxon.

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

g. Traxon reserves all rights to change or amend the Warrant Statement from time to time without further notice to Buyer.

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