

LIMITED WARRANTY POLICY

This warranty policy sets forth the limited warranty policy of the LED Business unit of SAMSUNG ELECTRONICS CO., LTD. ("SAMSUNG LED"), and shall only apply to the SAMSUNG LED products referenced below and directly sold by SAMSUNG LED or Samsung Semiconductor Inc. Use of such SAMSUNG LED products constitutes agreement with the Warranty policy set forth hereunder.

A. Warranty

SAMSUNG warrants to the purchaser and/or end-user of SAMSUNG LED, as applicable ("Customer") that the LED product described in Section B below ("**Product**", and each model of LED product, a "**Product Model**") is free from material defects and workmanship and conform to the specifications ("**Specifications**") mutually agreed upon between SAMSUNG LED and Customer. Subject to the limitations set forth herein, if SAMSUNG LED determines, in its sole discretion, that a Product fails to conform to this Warranty, SAMSUNG LED will provide free replacement of the failed Product, excluding any labor costs associated with such replacement and further subject to the provisions and limitations as set forth herein. A Product will be deemed to be free from material defects and workmanship.

- The Warranty period for the Product is set forth in Section B ("Warranty Period") and commenced from the delivery date of the Product to Customer's specified location or the date of manufacture if the delivery date is not known or available.

B. Product and Warranty Period

LED PKG	Warranty Period
Input a model code	1 Year from Delivery Date

* Samsung warrants that the LED PKG will meet the requirement / criteria as detailed in the Reliability Test Items & Conditions section within Data Sheet.

C. Warranty Limitations

- The Warranty shall not apply if: (i) the Product was not used in accordance with any accompanying instructions or specifications; (ii) the Product was used in any capacity other than its intended function; (iii) any failure or defect arose out of the presence of a third party product, software or component, whether authorized or not; (iv) any failure or defect was a result of improper installation, misuse, unauthorized repair, modification, electric over stress or accident; or (v) there exists any other

circumstances which SAMSUNG LED determines is evidence of improper use or a breach of the Warranty by Customer.

- This Warranty only covers the initial value CCT (Correlated Color Temperature)
- Furthermore, the Warranty shall be void in cases of abnormal use or stress, including, without limitation:
 - excessive switching cycles (more than 25,000 cycles) or operating hours;
 - Acts of God, natural disaster, natural or environmental causes for failure;
 - abuse, misuse, improper wiring or installation;
 - Operation not in compliance with the specification limits for the application;
 - Product must be assembled in a suitable environment for ESD/EOS standard: (i) Electrostatic Max $\pm 5\text{kV}$; (ii) Ground Resistance Max 10Ω ; (iii) Wrist Strap (Earth-Ring);
- The above is a non-exhaustive list of examples of instances when the Products shall be excluded from the benefits of this Warranty.

D. Warranty Claim

- Subject to other limitations herein, a Warranty claim shall not be valid unless such Warranty claim is delivered to SAMSUNG LED in writing within thirty (30) days after discovery of the covered defect by Customer, specifying the relevant information for the Warranty claim, including, without limitation, details of a failed Product, description of the problem(s), number of defective Products and the failure of the Product in the batch, lot or shipment, the application of the Products (e.g., purpose or function, in what circumstances, etc.), hours burned and switching cycles. SAMSUNG LED, in its sole discretion, may then issue a Return Material Authorization ("**RMA**") number that must be included when returning the failed Products to SAMSUNG LED.
- Where the Warranty claim is properly received within the aforementioned timeframe during the Warranty Period and the failed Product(s) and any components thereof is properly received pursuant to a RMA number, SAMSUNG LED may issue a failure analysis report within a reasonable amount of time (e.g., two (2) weeks) from the receipt of the failed Product. SAMSUNG LED may provide a corrective action report within (30) days of such receipt only if SAMSUNG LED determines that the Product is defective.

E. Return Procedure

- Subject to Section D above, in order to receive the benefits of this Warranty, Product returned to SAMSUNG LED must be properly packaged in either its original packaging or packaging that provides protection equivalent to the original packaging and sent to the address provided with the RMA number. An unauthorized return, i.e. one for which a RMA number has not been issued or improperly packaged, will be returned to Customer at Customer's expense. Customer is responsible for the shipping charges to SAMSUNG LED and SAMSUNG LED will cover the shipping cost when sending a replacement Product to Customer only if replacement is determined to be necessary. SAMSUNG LED may charge Customer for shipping, testing and handling costs incurred by SAMSUNG LED, if returned Products are not found to be defective or non-conforming.
- All Products shipped to SAMSUNG LED must have tracking information and be insured. SAMSUNG LED shall not be responsible for any damage or loss to the Product while in transit. In the case of replacements, ownership of the original Product will be transferred to SAMSUNG LED upon receipt and SAMSUNG LED will not return the original Product to Customer.

F. Limitation of Liability

- THIS WARRANTY CONSTITUTES SAMSUNG'S AND SAMSUNG LED'S AGGREGATE LIABILITY AND CUSTOMER'S EXCLUSIVE REMEDY FOR DEFECTIVE PRODUCTS, ANY BREACH OF ANY WARRANTY MADE BY SAMSUNG OR SAMSUNG LED IN CONNECTION WITH THE PRODUCT. SAMSUNG AND SAMSUNG LED DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. IN NO EVENT SHALL SAMSUNG, SAMSUNG LED OR ANY OF THEIR AFFILIATES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL OR SPECIAL DAMAGES, ANY FINANCIAL LOSS OR ANY LOST DATA OR FILES, EVEN IF SAMSUNG OR SAMSUNG LED HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY. IN NO EVENT SHALL SAMSUNG'S AND SAMSUNG LED'S LIABILITIES EXCEED THE ACTUAL AMOUNT PAID BY CUSTOMER FOR THE PRODUCT. THESE LIMITATIONS AND EXCLUSIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW.

G. Contact Information

- For detailed information, or should you have any concern or questions, with regard to the Warranty set forth herein, please contact SAMSUNG LED via email at the following address:
 - ledcs@samsung.com

H. No Waiver

- No claim, right or remedy of a party under this Warranty shall be deemed to be waived in whole or in part unless such waiver is in writing and signed. No relaxation, forbearance, delay or indulgence by a party in enforcing any of the provisions of this Warranty shall prejudice, affect or restrict the rights of that party under this Warranty, nor shall any waiver by a party of a violation of this Warranty operate as a waiver of any subsequent or continuing violation.

I. Severability

- If any provision of this Warranty is held to be illegal, invalid or unenforceable, (i) that provision shall be deemed amended to achieve as nearly as possible the same economic effect as the original provision, and (ii) the legality, validity and enforceability of the remaining provisions of this Warranty shall not be affected or impaired thereby.

J. Law and Jurisdiction

- This Warranty shall be governed by and construed in accordance with the laws of the Republic of Korea (excluding conflict of laws provisions which may direct the application of another jurisdiction's laws). All disputes, controversies or claims between the parties arising out of or in connection with this Warranty (including its existence, validity or termination) shall be finally resolved by arbitration to be held in Seoul, Korea and conducted in English under the Rules of Arbitration of the International Chamber of Commerce. The arbitral award shall be final and binding on the parties. Except to the extent entry of judgment and any subsequent enforcement may require disclosure, all matters relating to the arbitration, including the award, shall be held in confidence.

K. Entire Agreement

- This Warranty constitutes the entire agreement of the parties with respect to the subject matter hereof and may not be amended. The English language text of this Warranty shall prevail over any translations thereof.