

## Warranty Policy

This document sets forth the terms and conditions of the PHOVIA LED Lamp warranty (“the Warranty”).

### 1. Limited Warranty

The Warranty as described herein shall only apply to PHOVIA LED Lamp products (hereinafter referred to as the “Product”) sold by VETOQUINOL SA, VETOQUINOL’s affiliates or VETOQUINOL’s distributors (hereinafter referred to as the “Seller”). The Warranty is only applicable to the party purchasing (hereinafter referred to as the “Purchaser”) the Product directly from the Seller.

The Seller warrants that each Product will be free from defects in material and workmanship, for a period of twenty-four (24) months following the date of purchase of the Product by the Purchaser (hereinafter referred to as the “Warranty Period”). If a Product fails to operate during this Warranty Period, the Seller shall, at their own discretion, provide either a free replacement or a repair or refund of the defective Product subject to the applicable Warranty policy and the limited Warranty’s terms and conditions set forth below.

This Warranty does not apply to damage, defect or failure to perform arising as a result of any acts of God or from any abuse, misuse, normal wear and tear, abnormal use or use in violation of any applicable standards, codes or instructions for use including without limitation those contained in the latest safety, industry and/or electrical standards for the relevant region(s). This Warranty shall be void in the event of any repairs or alterations made to the Product.

### 2. Warranty Claims

To be reviewed by the Seller, the Purchaser shall report the alleged defect during the Warranty Period to their Seller within thirty (30) days of the discovery of the defect. The Seller shall specify the following information (additional information may be required upon request):

- Proof of warranty registration at [phovia.vetoquinol.ca](http://phovia.vetoquinol.ca)
- Invoice date
- Detailed defect description
- Presentation of the defective Product if requested by the Seller

If after the claim is examined, the Seller determines to their satisfaction that the Product in question is a defective Product and the claim is accepted, the Seller will contact the Purchaser within thirty (30) days to notify them of the warranty solution selected and terms and conditions of its application (replacement, repair or refund).

### 3. No Implied or Other Warranties

The warranties and remedies listed in this Warranty are the only warranties given by VETOQUINOL with respect to the Products and are given in lieu of all other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose, which warranties are hereby disclaimed. These terms and conditions state VETOQUINOL’s entire liability and obligation to the Purchaser and the Purchaser’s sole and exclusive remedy in connection with defective or nonconforming Products supplied by the Seller, whether or not such damages are based on any warranty not explicitly mentioned in these terms and conditions, tort, contract or any other legal theory, even if VETOQUINOL has been advised or is aware of such defects to the extent permitted by applicable law. This is a limited warranty and excludes, among other items, special, incidental and consequential damages (such as but not limited to loss of revenue/profits, damage to property or other miscellaneous costs not previously mentioned).