

## US Luminaire Limited Warranty Policy

1. US Luminaire LLC (“Seller”) warrants that its lamps and fixtures listed below (“Product”) are, at the time of delivery to the Buyer, in good working order and free from defects in material and workmanship.
2. If a Product fails to conform with this Limited Warranty during the specified period below, Seller will at its sole option, either a) repair the Product at no cost to the Buyer, or b) replace the Product at no charge, or c) provide Buyer a credit for future Product purchase.
3. Replacement of the Product does not include any removal or reinstallation costs or expenses, including without limitation labor cost or expenses, shipping costs to return non-conforming Products or any damage that may occur during the return of the Product to the Seller, If Seller chooses to replace the Product and is not able to do so because such Product has been discontinued or is not available, Seller may replace it with a product of comparable functionality.
4. This limited warranty is subject to the following additional conditions:
  - a) The Product has not been subject to abuse, mishandling, alteration, accident, electrical current fluctuations, acts of God, neglect, or any failure to follow operating, maintenance or environmental instructions prescribed by Seller in writing.
  - b) Adequate Product operating records are kept and made available to the Seller if requested.
  - c) A Seller representative has access to the Product installation for inspection.
  - d) Product has been purchased directly through Seller’s authorized distributor or dealer.
  - e) Product has been purchased and used in regions within the jurisdiction of the United States and Canada.
  - f) Returned Product includes Return Material Authorization (RMA) number and original proof of purchase.
5. Replacement Product or parts provided under the terms of this warranty are warranted for the remainder of the warranty period of the original Product or original parts they replace. **THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH THE PRODUCT IS MANUFACTURED.** This warranty applies only to Products that are operated within Seller specifications and operated in lighting equipment designed and approved for the application and in environmental conditions (temperature, humidity and air movement) within the normal specified operating range of the system. Warranty is not applicable for any Product which is used in violation of any standard, code or instructions for use.
6. **EXCEPT FOR THE WARRANTY SET FORTH HEREIN, SELLER PROVIDES PRODUCTS AS-IS AND MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, REGARDING THE PRODUCT, THEIR FITNESS FOR ANY PARTICULAR PURPOSE, THEIR MERCHANTABILITY, THEIR QUALITY, THEIR NONINFRINGEMENT, OR OTHERWISE. IN NO EVENT SHALL SELLER BE LIABLE FOR ANY SPECIAL, COMPENSATORY, INDIRECT, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT WITHOUT LIMITATION, DAMAGES RESULT FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL WHETHER OR NOT THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY THEROF. SELLER IS ONLY BOUND BY THIS EXPRESSED WARRANTY. NO OTHER EXPRESSED WARRANTY OR GUARANTEE GIVEN BY ANY PERSON OR ENTITY WITH RESPECT TO THE PRODUCT SHALL BIND SELLER.**
7. This Limited Warranty applies to the following product categories for the periods shown below:
  - (a) Interior, Exterior and Architectural product families are all warranted for five years from time of original purchase by the Buyer as shown on Buyer receipt.
  - (b) Signage and lamp product families are all warranted for three years from the from time of original purchase by the Buyer as shown on Buyer receipt.