



eLumigen LED Lamps Limited 5 Year Warranty



Dated: October 11, 2021

For Professional, Industrial/Commercial Users and Applications Only

LED LAMPS LIMITED WARRANTY

eLumigen LLC ("eLumigen") warrants each LED Lamp ("Product") to be free from defects in materials and workmanship and to operate from the date of purchase. The foregoing warranty is subject to the following terms and conditions. If Product fails to operate during the Warranty Period (identified below), eLumigen will, at its option, replace or repair the defective Product or grant Purchaser a credit towards a replacement Product. If eLumigen grants a replacement and Product is not available, a comparable product will be provided. eLumigen will not be responsible for labor costs of Product removal or installation. For avoidance of doubt, "to replace the Product" does not include any removal or reinstallation costs or expenses, including, without limitation, labor costs or expenses, shipping costs to return non-conforming Products or any damages that may occur during the return of Product to eLumigen.

LED Lamps.....**5 years for up to 12 hours of use per day, OR 3 years for up to 24 hours of use per day.**

This limited Warranty is subject to the following additional conditions:

The Products must be installed and operated strictly in accordance with the manufacturer's instructions.

The Products must not have been subject to accident, neglect, abuse, misuse or acts of God. An eLumigen representative will have access to the failed Products and the fixtures used to operate them. If the fixture or other parts become suspect, the representative shall have the right to invite other manufacturers' representatives to evaluate the lighting system components.

The Product has been purchased directly from an authorized eLumigen distributor/dealer. This warranty is limited to Product purchased for use in regions that are within the jurisdiction of the United States and Canada. Purchase receipt for the Product is available for inspection by eLumigen.

The foregoing warranty shall not apply to Products, parts, advice, assistance or service which eLumigen furnishes to purchaser as a business courtesy and, in such event such Products, parts, advice, assistance or service shall carry no warranty whatsoever, but shall be subject to the disclaimers set forth in italics below. The warranty is not applicable to any Product which is used in violation of any applicable standard, code or instructions for use, including those contained in the Standards for Safety of Underwriters Laboratory, Inc. (UL), Standards for the American Standards Institute (ANSI), and in Canada, the Canadian Standards Association (CSA).

THE FOREGOING WARRANTY IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS, IN CONTRACT, IN TORT OR OTHERWISE ARISING FROM THE FAILURE OF PRODUCT AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THE LIABILITY OF ELUMIGEN SHALL BE LIMITED TO THE TERMS OF THE EXPRESS WARRANTY SET FORTH HEREIN. IN NO EVENT WILL ELUMIGEN BE LIABLE FOR ANY PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, WHETHER OR NOT ELUMIGEN HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.

