

# Lumentek Global (LG) Product Warranty

The products are provided as per the specification. The customer has ten days from the delivery of the product(s) to inform Lumentek in writing if the products delivered do not meet the specification and request a RMA. Lumentek Global LLC (LG) warrants that its LED Lamps (the "Product(s)") will be free from defects in materials and workmanship from the date of delivery for a period of 3 years, DLC Listed products for a period of 5 to 10 years as specified for each product by the manufacturer. LG will, at its option, replace it with the same or like Product at no charge or issue a credit to the purchaser which may be used for a future LG product purchase. Credit is calculated as follows:

$$\text{Credit}(\$) = \text{Invoiced Purchase Price} (\$) \times (\text{unexpired original Warranty Period (months)} / (\text{original warranty period in months}))$$

To establish a claim under this Limited Warranty, LG may require the return of the Product claimed to be defective to a facility designated by LG. All costs of transportation of the Product and of any repaired or replacement Product to or from such facility shall be borne by Buyer. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be borne by Buyer. The same holds for the products found to be outside the tolerance limit of agreed upon specification. Lumentek suggests that the customer inspects the product(s) before installation as the products are non-refundable after installation.

Repaired or replaced parts and products shall be covered under this Limited Warranty for the time period remaining under the original warranty.

**Original Purchaser:** This warranty is extended to the original purchaser only, with proof of purchase. However, in the event that valid warranty claims have been made to the original purchaser by its customers, LG will honor those claims pursuant to the terms of its warranty as set forth herein.

**Terms and Conditions:** This Product warranty does not apply to failures caused by acts of God or as a result of any improper or incorrect use or installation of the lamp, or any abuse, misuse, abnormal use or stress, or violation of any applicable standard, code or instructions, including without limitation, under/over voltage/current conditions, excessive switching cycles or extreme ambient conditions outside of specified ratings. Nor shall LG provide warranty coverage for any products for which it has not received payment in full.

**Limitation of Liability:** LG IN NO WAY WILL BE RESPONSIBLE AT ANY TIME FOR LABOR COSTS, REMOVAL OR INSTALLATION COSTS, LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, DECREASE IN THE LIGHT OUTPUT OF THE LAMP, AND/OR DETERIORATION IN THE LAMP'S PERFORMANCE. THE LIMITED WARRANTY EXPRESSLY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY LG WITH RESPECT TO THE PRODUCTS. ANY AND ALL IMPLIED WARRANTIES, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED TO THE EXTENT PERMITTED BY LAW AND, IN ANY EVENT, SHALL BE LIMITED TO THE WARRANTY PERIOD SPECIFIED ABOVE. UNDER NO CIRCUMSTANCES SHALL LG'S ENTIRE LIABILITY FOR A DEFECTIVE PRODUCT EXCEED THE PURCHASE PRICE OF THAT PRODUCT. WARRANTY SERVICES PROVIDED UNDER THESE TERMS AND CONDITIONS DO NOT ASSURE UNINTERRUPTED OPERATIONS OF PRODUCTS; SELLER SHALL NOT BE LIABLE FOR DAMAGES CAUSED BY ANY DELAYS INVOLVING WARRANTY SERVICE.

This Warranty gives you specific legal rights and you may also have other rights that may vary from state to state. Because some states or jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, this limitation may not apply to you.

**To Make a Warranty Claim:** Retain the failed product(s) and invoice(s), and notify your LG sales representative or agent in writing within thirty (30) days of the lamp's failure.

**Applicable Law and Venue:** This warranty and all matters connected with the performance thereof shall be construed, interpreted, applied and governed in all respects by the laws of the State of New York in the United States of America. Any action, suit or proceeding arising out of or relating to this Limited Warranty and/or to the purchase of Products covered by this Limited Warranty, shall be venued exclusively in the State or Federal courts located within the State of New York (U.S.A.).

## **Other Warranties:**

No other terms, conditions or warranties with regard to the Product, expressed or implied, are authorized by LG unless they are contained in a writing signed by a duly authorized officer of LG