

LIMITED WARRANTY---Terms of the Manufacturer's warranty are listed below:

This limited warranty is given by LEDnovation to the original purchaser of the product, which is not transferable to any third party.

THE PRODUCT IS WARRANTED AGAINST DEFECTS IN MATERIAL OR WORKMANSHIP FOR A PERIOD OF FIVE YEARS FROM THE DATE OF PURCHASE. The limited warranty covers products that have completely failed and does not cover any failure caused by the following:

- a. Improper installation/operation (reference individual product specification sheet for examples)
- b. Failure to follow product instructions or user manuals
- c. Improper maintenance
- d. Accidental damage, abuse or misuse
- e. External causes or Natural catastrophe
- f. Normal wear and tear
- g. Damage caused as a result of transportation, includes returned product
- h. Minor aesthetic imperfections that do not alter or affect functionality of the product
- i. Repairs or alterations not authorized or performed by LEDnovation
- j. Abnormal electrical current/voltage surges
- k. An application in any way different from that for which the product was designed

The limited warranty covers lumen maintenance and color shift as identified below:

LUMEN MAINTENANCE

FAILURE DUE TO LUMEN MAINTENANCE IS DEFINED AS LUMEN DEPRECIATION OF GREATER THAN 30% WITHIN 25,000 HOURS OF OPERATION. Lumen depreciation will be determined by measuring the bulbs current lumen output and comparing it to the lamps initial lumen output as measure at the time of manufacture.

COLOR SHIFT

FAILURE DUE TO COLOR SHIFT IS DEFINED AS ANY LAMP THAT EXCEEDS THE CORELATED COLOR TEMPERATURE (CCT) TOLERANCES LISTED BELOW:

Targeted CCT	Tolerance
2700 K	±145K
3000 K	±175K
3500 K	±245K
4000 K	±275K

Color shift will be determined by measuring the color temperature of the lamp(s) in question to the table referenced above.

If any of LEDnovation's products fail to meet the applicable warranty described above LEDnovation shall correct the defect by shipping to the purchaser either (at LEDnovation's option) the necessary repaired or replacement parts F.O.B. LEDnovation factory with freight allowed to destination within the Continental United States or Canada provided that the purchaser promptly gives LEDnovation written notice of any product defect within thirty (30) days after discovery of the defect and, if requested by LEDnovation, promptly arranges to make the product available to LEDnovation for investigation and correction **NO PRODUCTS MAY BE RETURNED UNTIL THE PURCHASER HAS CONTACTED LEDNOVATION AND RECEIVED A RETURN AUTHORIZATION.**

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES. EXCEPT AS SPECIFICALLY SET FORTH ABOVE, LEDNOVATION MAKES NO REPRESENTATIONS OR WARRANTIES, AND EXPRESSLY DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, RELATING DIRECTLY OR INDIRECTLY TO ANY PRODUCTS MANUFACTURED OR SOLD BY LEDNOVATION, WHETHER ORAL, WRITTEN, OR ARISING BY COURSE OF DEALING OR USAGE OF TRADE INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY MAY BE MODIFIED OR AMENDED ONLY BY A WRITTEN INSTRUMENT SIGNED BY A DULY AUTHORIZED REPRESENTATIVE OF LEDNOVATION. WITHOUT AN EXPRESS, WRITTEN AUTHORIZATION FROM LEDNOVATION, NO DISTRIBUTOR OR SUPPLIER OF LEDNOVATION PRODUCTS HAS THE AUTHORITY TO MODIFY OR AMEND THIS LIMITED WARRANTY

LIMITATION OF LIABILITY

The foregoing limited warranty provides the purchaser's sole and exclusive remedy relating to LEDnovation's products. The total liability of LEDnovation on any and all claims of any kind, whether in contract, warranty, tort (including negligence), strict liability or otherwise, arising out of or in connection with, or resulting from, LEDnovation performance or breach of the foregoing limited warranty or from LEDnovation's sale, delivery resale, repair, or replacement or use of any products or the furnishing of any services, shall in no event exceed the purchase price allowable to the specific product which gives rise to the claim, and any and all such liability shall terminate upon the expiration of the limited warranty specified above. If LEDnovation furnishes advice or other assistance which concerns any product, or any system or equipment in which any product may be installed, the furnishing of such advice or assistance shall not subject LEDnovation to any liability, whether in contract, warranty, tort (including negligence), or otherwise.

IN NO EVENT SHALL LEDNOVATION BE LIABLE FOR ANY INDIRECT SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF INFORMED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER AS A RESULT OF BREACH OF CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING WITHOUT LIMITATION LABOR CHARGES, LOSS OF TIME, PROFITS OR REVENUES, LACK OR LOSS OF PRODUCTIVITY, INTEREST CHARGES OR COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, SYSTEMS SERVICES OR PRODUCTS COST OF PURCHASED OR REPLACEMENT POWER, DOWNTIME COSTS, DAMAGE TO OR LOSS OF USE OF PRODUCTS OR ANY RELATED EQUIPMENT, SYSTEM OR FACILITY, OR ANY PROPERTY TO WHICH ANY PRODUCT IS AFFIXED, OR ANY INCONVENIENCE ARISING OUT OF ANY BREACH OF THE FOREGOING LIMITED WARRANTY OR OBLIGATIONS UNDER SUCH LIMITED WARRANTY.

LEDnovation reserves the right to change or improve the design of any of its products without assuming any obligation to modify any product previously manufactured.