

LIMITED WARRANTY

LightCorp warrants that all products sold hereunder to be free from defects in material and workmanship, when used under normal commercial usage for lighting. LightCorp defines the normal commercial usage for lighting as the equivalent to a single shift, forty (40) hour, work week.

LightCorp warranty periods described as follows:

10 YEARS

Tino, Revo, Voyage, and Reed Premier are warranted for a period of 10 years from the date of manufacture. The LED power supply for all LED lighting elements is warranted for a period of 5 years. Note that LED products are not field serviceable if a defect occurs to an LED product during its warranty period and upon approval from a LightCorp representative, the product must be returned for repair or replacement.

5 YEARS

MLED and Clique, and their power supplies, are warranted for a period of 5 years from the date of manufacture. Amble is warranted for a period of 5 years from the date of manufacture, excluding the battery. The Amble power supply is warranted for a period of 2 years. Note that LED products are not field serviceable. If a defect occurs to an LED product during its warranty period, and upon approval from a LightCorp representative, the product must be returned for repair or replacement.

3 YEARS

Fluorescent undershelf lights are warranted for a period of 3 years from the date of manufacture, excluding lamps. Piper is warranted for a period of 3 years from the date of manufacture.

1 YEAR

Arey is warranted for a period of 1 year from the date of manufacture.

During the warranty period, LightCorp will repair, or at its option, replace the defective product/component during the stated warranty period. This warranty applies only to the repair or replacement of the product/component and only when the product/component is properly handled, installed and maintained according to LightCorp/manufacture instructions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire, vandalism or civil disturbances. Purchaser must notify LightCorp in writing within 45 days of defect. LightCorp reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaims all warranties not stated in this limited warranty.

This warranty does not apply and no other warranty applies to:

- » Normal wear and tear, which are to be expected over the course of ownership.
- » Damage caused by the carrier in-transit, which will be handled under separate terms.
- » Damage as a result of poor storage or warehousing of the product.
- » Modifications or attachments to the product that are not approved by LightCorp.
- » Products that were not installed, used, or maintained in accordance with the product instructions and warnings provided in packaging.

LABOR OPTIONS

This warranty excludes field labor or service charges related to the repair or replacement of the product/component. Additionally, no labor allowance is made for any lamp and/or ballast replacement during the warranty period.

RETURN OF DEFECTIVE PRODUCT/COMPONENT

If product is found to be defective within its warranty period, please contact a LightCorp Customer Service Representative for a Return Material Authorization number (RMA). After contacting LightCorp and receiving a return material AUTHORIZATION NUMBER, the user shall promptly return the product and/or component at the user's expense to LightCorp after receiving instructions as to if, when and where to ship product/component. Failure to follow this procedure shall void this warranty. See Terms and Conditions for RMA procedure.

REPLACEMENT OF PRODUCT/COMPONENT, LIMITS OF LIABILITY

The foregoing shall constitute the sole and exclusive remedy of the purchaser and the sole exclusive liability of LightCorp. NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS MADE OR IMPLIED. LightCorp will not, under any circumstance, whether as a result of breach of contract or warranty, tort, or otherwise, be liable for an incidental, special or consequential damages, including lost profits or revenues or any other costs or damages.

LightCorp reserves the right to examine all failed products and/or components and reserves the right to be the sole judge as to whether any products and/or components are defective and covered by this warranty.

EXPORT OF LIGHTCORP PRODUCT

LightCorp intends and approves its product for use in the United States and Canada. For export to any other country, LightCorp assumes no responsibility to obtain licenses, authorizations, or labeling that may be necessary for export of items to that country. Except as to the United States and

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Canada, buyer is responsible for compliance with customs obligations, origin marking or labeling requirements, invoicing and documentation requirements of the destination country and local content origin requirements. Buyer's export of LightCorp products outside of the United States and Canada voids all warranties otherwise provided by LightCorp. Buyer's unauthorized export of LightCorp's products waives any remedy buyer may otherwise be entitled to under the Terms and Conditions. PRODUCTS THAT ARE USED, SHIPPED, OR EXPORTED OUTSIDE OF THE UNITED STATES AND CANADA ARE SOLD AS-IS, WITHOUT WARRANTY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Upon export of Seller's products outside of the United States and Canada, buyer agrees to unconditionally hold harmless, indemnify and defend LightCorp, as well as its officers, directors, employees, attorneys, independent contractors, and agents, against any and all demands, claims, suits, liabilities, damages, judgments, costs, and expenses, including fines and attorney fees, resulting from the export of LightCorp's products to any country other than the United States and Canada, and from any failure of such exported products to conform with customs obligations, origin marking or labeling requirements, invoicing and documentation requirements of the destination country and local content origin requirements.