

## Fixtures & Lamps Limited Warranty

Unless otherwise stated in writing by LEDdynamics, Inc. (LDI), LDI warrants that its Fixtures (the "Product") will be free from defects in materials and workmanship from the date of purchase for a period of one (5) years; its EverLED TR T8 Lamps (the "Product") will be free from defects in materials and workmanship from the date of purchase for a period of ten (10) years; and its EverLED VE and XO T8 Lamps (the "Product") will be free from defects in materials and workmanship from the date of purchase for a period of five (5) years.

Products under this warranty include:

Fixtures – LVL2 and LVL 4;

T8 Lamps – EverLED TR, EverLED VE and EverLED XO;

If a Product fails to operate during the warranty period as a result of defects in materials or workmanship, LDI will at its sole option, will repair or replace with the same or like Product at no charge.

To establish a claim under this Limited Warranty, LDI may require by issuance of a Return Authorization Number (RMA) the return of the Product claimed to be defective to a facility designated by LDI. All costs of transportation of the Product and of any repaired or replacement Product to or from such facility shall be borne solely by Buyer. The cost of labor for removing a Product and for installing a repaired or replacement Product shall be the sole responsibility of the Buyer and under no circumstance shall LDI be responsible for labor costs required in the product removal, installation or re-installation process.

Any repaired Products or replaced Products, shall be covered under this Limited Warranty for the time period remaining under the original purchase warranty period or for a period of 90 days; whichever is longer.

**Original Purchaser:** This warranty is extended to the original Buyer only and with proof of purchase. However, in the event that a valid warranty claim has been made to the original Buyer by its customers, LDI 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 storage, use or installation of the Product, or any abuse, modification, misuse, unauthorized repair, unintended use, abnormal use or stress, or violation of any applicable standard, code or instructions, including without limitation, under voltage, under current, over voltage, over current conditions, excessive switching cycles or exposure to extreme ambient conditions outside of specified ratings. Warranty of any Products will be null and void in the event that payment in full was past due over sixty days; or unpaid debt was written off as "bad debt" by LDI or turned over to a third-party collection agency; or payment in full was never received by LDI or payment in full was not received by LDI within an industry acceptable period of time.

**Limitation of Liability:** LDI IN NO WAY WILL BE RESPONSIBLE AT ANY TIME FOR LABOR COSTS, REMOVAL OR INSTALLATION COSTS, LOST PROFITS, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, AND/OR DETERIORATION IN THE PRODUCT'S PERFORMANCE. THE LIMITED WARRANTY EXPRESSLY PROVIDED HEREIN IS THE SOLE AND EXCLUSIVE WARRANTY GIVEN BY LDI 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

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SPECIFIED ABOVE. UNDER NO CIRCUMSTANCES SHALL LDI'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; LDI 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 original invoice(s), and notify your LEDdynamics sales representative or agent in writing within thirty (30) days of the Product's failure to obtain a Return Authorization Number (RMA) number for the return of Product. Any and all Products returned to LDI without an issued RMA will be refused by LDI.

LEDDynamics, Inc.  
44 Hull Street  
Randolph, VT 05060  
Attn: Warranty Claims - RMA ###

**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 Vermont 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 in the venue exclusively of the State or Federal courts located within the State of Vermont (USA).

**Other Warranties:** No other terms, conditions or warranties with regard to the Product, expressed or implied, are authorized by LDI unless they are contained in a writing and signed by a duly authorized officer of LDI.

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