

Lumecon LLC (“Lumecon”) warrants for the warranty period, with the limitations below, to the first user that all Products manufactured by Lumecon are free from defects in material and workmanship. The Products will operate properly throughout the warranty period when installed, maintained, and operated under normal conditions as described in Product specification sheets and other documentation provided by Lumecon.

The Products covered by this warranty are products manufactured by Lumecon in the USA that are used for purposes as defined by Lumecon LLC.

The warranty period begins on the date of manufacture labeled on the Products and ends ten (10) years thereafter for LED arrays, power supplies, and associated components, with the exclusion of components deemed “consumable” such as fuses and surge suppression devices. The warranty period assumes 10 years of continuous operation without limitation to daily usage, and that the Products are operated within their intended electrical and ambient temperature design limits as described within their respective product specification sheets.

A defect will be deemed to exist in a Product only if either (a) there has been a greater than 30% degradation in light output over the Warranty Period; or (b) more than 5% of the LEDs have totally failed.

#### **Limitations of Warranty**

Limitations of Warranty This Warranty does not apply to parts or assemblies that have been subjected to abuse, misuse, improper installation, abnormal service, accident, fire, improper repair or maintenance, tampering, nor to parts or assemblies that have incurred extraordinary weather conditions. In particular, but without limitation, this warranty does not apply if the Product or LED array fails by reason of transient and/or surge voltage or current, including but not limited to lightning strikes, load switching, dirty power, improper grounding or an act of God, such as a hurricane, tornado, or other catastrophic natural event.

#### **Exclusive Remedy**

Lumecon’s sole liability under this warranty is limited to the repair or replacement (at Lumecon’s option) of the defective Product or LED array. Under no circumstances will Lumecon be responsible for any other loss or expense whatsoever, including but not limited to charges or claims for labor, lost business, lost time, lost profits, loss of use or any kind of incidental, consequential or punitive damages, however denominated or described.

#### **Exclusion of all other Warranties**

This warranty is in lieu of all other warranties of any Kind, whether expressed or implied, including but not limited to any warranties of merchantability or of fitness for a particular purpose.

#### **Procedure for Claims**

Any person desiring to make a claim under this warranty shall promptly notify Lumecon in writing, addressed to:

Lumecon LLC  
Warranty Claims  
23107 Commerce Dr.  
Farmington Hills, MI 48335

If Lumecon desires to examine the Product prior to disposition of any claim, Lumecon will specify a destination to which the claimed defective Product should be shipped, freight prepaid. In any event, the user will not dispose of the claimed defective Product until the claim has been resolved.

Upon receipt of the claimed defective Product, Lumecon will undertake such examinations of the Product as it deems necessary or desirable. If Lumecon concurs that the Product incurred a defect within the warranty period, Lumecon will repair or replace the Product and return it, freight prepaid.

Lumecon may request from the user installation, maintenance and repair records related to the claimed defective Product. If such records do not show that appropriate installation, maintenance, or repair occurred, or if there are no such records, the claim may be denied. The burden of showing appropriate installation, maintenance and repair is on the user.

If the Product reviewed by Lumecon does not meet the requirements of the Warranty, Lumecon will so notify the user and the user will promptly notify Lumecon that either (a) Lumecon is to repair or replace the Product at the user's cost, with the return to the user being freight collect; or (b) that Lumecon is to dispose of the Product at the user's cost.