



TEN-YEAR WARRANTY AND DISCLAIMER

Beginning with products manufactured after November 1, 2017, US LED, Ltd. warrants to the purchaser that for a period of one hundred and twenty (120) months beyond the date of manufacture (or the date of receipt of product by the purchaser, if proper documentation is available, but not later than 90 days beyond the date of manufacturing), certain US LED-branded general lighting fixtures shall be free from defects in workmanship and obscure damage to component parts of the type that might occur during manufacturing. (See product datasheet for specific details on warranty.) US LED, Ltd.'s liability for any warranty remedy shall be limited to either the repair or replacement of the defective device at the sole discretion of US LED, Ltd. No freight or labor is included. A fixture will be considered "defective" for the purposes of this warranty if at any point during the warranty coverage, at least 10% of the LEDs fail to light. The warranty for the original on-board driver will be covered by this replacement warranty 100% for the first sixty (60) months and on a pro rata basis thereafter for an additional 60 months. If the driver fails in the sixth year, the purchaser will pay 50% of the purchase price of the driver for its replacement, 60% in the seventh year, 70% in the eighth year, 80% in the ninth year and 90% in the tenth year, always plus freight.

ALL CLAIMS FOR BREACH OF WARRANTY MUST BE RECEIVED BY US LED, Ltd. NO LATER THAN THIRTY DAYS AFTER THE END OF THE WARRANTY PERIOD.

THE PRODUCT(S) WARRANTY IS THE ONLY WARRANTY GIVEN BY US LED, Ltd. US LED, Ltd. MAKES, AND THE PURCHASER RECEIVES, NO OTHER WARRANTY EITHER EXPRESSED OR IMPLIED. ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED HEREFROM.

THE AFOREMENTIONED PRODUCTS HAVE RECEIVED UL or ETL APPROVAL. HOWEVER, UNLESS EXPRESSLY AGREED TO BY US LED, Ltd. IN WRITING, US LED, Ltd. MAKES NO WARRANTY THAT THE PRODUCT(S) WILL: (i.) MEET ANY SPECIFICATION NOT MADE KNOWN TO AND AGREED TO BY US LED, Ltd. IN WRITING, OR (ii) HAVE RECEIVED THE APPROVAL OF OR ARE CERTIFIED BY ANY FEDERAL, STATE, LOCAL OR FOREIGN GOVERNMENT AGENCY (INCLUDING WITHOUT LIMITATION THE FEDERAL COMMUNICATIONS COMMISSION) OR ANY OTHER PERSON OR ENTITY. US LED, Ltd. ASSUMES NO RESPONSIBILITY FOR OBTAINING SUCH APPROVALS OR CERTIFICATIONS, OR MEETING SUCH SPECIFICATIONS.

The purchaser may exercise rights to warranty coverage by notifying US LED, Ltd. in writing of a warranty claim. All claims for warranty coverage will be processed in accordance with US LED, Ltd.'s Warranty Procedure then in practice. Product(s) authorized for return under this warranty provision by US LED, Ltd., shall be suitably packaged for return by the purchaser and shall be shipped freight prepaid to US LED, Ltd. by the purchaser. The purchaser shall pay all return freight charges for Product(s) serviced and returned to the purchaser under this warranty provision.

This warranty shall be void with respect to Product(s) that has been either modified or repaired by unauthorized sources. This warranty shall also be void with respect to Product(s) which has been damaged as the result of misuse, including operation outdoors during daylight hours, neglect, improper packaging for return shipment to US LED, Ltd., or exposure to lightning or excessive or improper voltage or temperature below -40 degrees C or above 50 degrees C, or with respect to Product(s) which has been operated contrary to current instructions or parameters regarding installation, maintenance and/or operation.

Product(s) returned by the purchaser which do not meet the warranty criteria as defined herein will be returned to the purchaser or disposed of as agreed upon by both parties or disposed of at US LED, Ltd.'s discretion if no agreement is reached within thirty days. All freight and handling for such invalid warranty returns will be charged to the purchaser.

THIS IS THE SOLE WARRANTY AND ONLY REMEDY OF ANY KIND FOR US LED, Ltd.'s WARRANTY. US LED, Ltd.'s LIABILITY, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL BE THE REPAIR, REPLACEMENT, OR CREDIT FOR DEFECTIVE PARTS AS STATED ABOVE AND SHALL IN NO WAY INCLUDE LIABILITY FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGE. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES ANY CLAIM ARISING OUT OF ANY ADVISE OR HELP WITH THE LAYOUT OF PRODUCT BY ANY MEMBER OF US LED, Ltd.'s STAFF, WHETHER CHARGED FOR OR NOT. IF THE SAME PRODUCT IS NO LONGER AVAILABLE, US LED, Ltd., AT ITS SOLE DISCRETION, MAY SUPPLY A REASONABLY COMPARABLE PRODUCT AS REPLACEMENT.

LIMITATION OF LIABILITY

NEITHER US LED, Ltd., NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, ALSO FOR THIRD PARTY CLAIMS BY PURCHASER FOR SUCH DAMAGES RESULTING TO ANY THIRD PARTY.