



## Limited Warranty on Luminaires

LUXIM, Inc ("LUXIM"), 1171 Borregas Avenue, Sunnyvale, CA 94089 warrants that its LEP based luminaires will be free from defects in material and workmanship from the date of manufacture by LUXIM for three (3) years. This warranty applies to the following LEP luminaires:

P400, R400, H400

All LUXIM LEP luminaires must be operated in applications which the maximum ambient temperature is below 45°C. This warranty is conditioned upon proper storage, installation, use and maintenance. This warranty is not applicable to any luminaire which is not installed and operated in accordance with the current edition of the National Electric Code (NEC). This warranty is not applicable to any luminaire subjected to abnormal stresses and operating conditions.

LUXIM will repair, or at our option, replace the defective product during the stated warranty period. This warranty applies only to the repair or replacement of the product and only when the product is properly handled, installed and maintained according to our instructions. This warranty excludes defects resulting from improper handling, storage, installation, acts of God, fire vandalism or civil disturbances. Purchaser must notify us in writing within 30 days of noticing the defect. This warranty excludes field labor or service charges related to the repair or replacement of the product. LUXIM reserves the right to change the warranty period without prior notice and without incurring obligation and expressly disclaim all warranties not stated in this limited warranty. This express limited warranty is extended by LUXIM only to the original or first end-user purchaser. Purchaser has 30 days to submit claim to LUXIM upon notification that product has malfunctioned, if claim is not made in 30 days LUXIM has right to refuse.

**NO IMPLIED STATUTORY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFOREMENTIONED WARRANTY PERIOD.** The foregoing warranty is exclusive of all other statutory, written or oral warranties, and not other warranties of any kinds, statutory or otherwise are given or herein expressed. This warranty sets forth LUXIM's responsibilities regarding its components and claimant's exclusive remedy.

**LIMITATION OF LIABILITY:** LUXIM will not under any circumstances whether as a result of breach of contract, breach or warranty, tort, strict liability or otherwise be liable for consequential, incidental, special or exemplary damages including but not limited to, loss of profits or revenues, loss of use of components or any goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute products, facilities of service, down time cost, or claims of claimant's customers.

LUXIM's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement or from the product or services furnished hereunder shall not exceed the price of specific components which gives rise to the claim.

This warranty gives the claimant specific legal rights. The claimant may also have other rights which vary from state to state.

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