

## LumEfficient Limited Warranty on Luminaires

LumEfficient, 1726C General George Patton Drive, Brentwood, TN 37027, warrants that its luminaires will be free from defects in material and workmanship from the date of delivery by LumEfficient for seven (7) years. Covered luminaires include the following families of products:

### Resilient Brand of Luminaires

All LumEfficient luminaires must be operated in applications which the maximum ambient temperature is below the maximum operating temperature as listed on each product specification sheet. 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.

LumEfficient 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. This warranty is in accordance with LumEfficient's Terms and Conditions of Sale and any territorial or application related restrictions therein. LumEfficient 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. The express limited warranty is extended by LumEfficient only to the original or first end-user purchaser.

**NO IMPLIED STATUTORY WARRANTY OF MERCHANDISE OR FITNESS FOR A PARTICULAR PURPOSE SHALL APPLY BEYOND THE AFORMENTIONED WARRANTY PERIOD.** The foregoing warranty is exclusive of all other statutory, written or oral warranties, and no other warranties of any kinds, statutory or otherwise are given or herein expressed. This warranty sets forth LumEfficient's responsibilities regarding its components and claimant's exclusive remedy.

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

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

*Jan 2017*