

ENERGETIC LIGHTING (Energetic) – LIMITED WARRANTY

LED Products

Energetic warrants to the original purchaser (the "purchaser") only, that the product that is the subject of this sale, (a) conforms to the manufacturers published specifications and (b) is free from defects in materials and workmanship.

ENERGETIC LED Products are warranted to be free from manufacturer defects or defects on workmanship for a period of (5 or 10) five or ten years from the original date of purchase as stated on individual product specification sheets when operated at the products specified input voltage and used in accordance with the installation guide and/or user instructions provided by Energetic. External accessories or add-ons such as power supplies, external emergency backup batteries and systems, sensors not manufactured by Energetic are warranted by their manufacturer's warranty and are not covered in this warranty.

If Energetic determines that the Product is defective, Energetic will replace or repair the Product.

REPLACEMENT OR REPAIR IS OUR SOLE WARRANTY OBLIGATION AND IS IN LIEU OF ALL OTHER REMEDIES. ALL IMPLIED WARRANTIES END 5/10* YEARS AFTER DATE OF PURCHASE AS REFLECTED ON A ENERGETIC INVOICE. LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS EXCLUDED.

This limited warranty does not apply to loss or damage to the Product caused by: negligence, misuse, mishandling, abuse, improper installation, storage or maintenance, vandalism, civil disturbances, power surges, improper power supply, electrical current fluctuations, corrosive environment installations, induced vibration, harmonic distortion, oscillation and or resonance associated with movement of air currents around the Product, alteration, accident, failure to follow installation instructions, operating, maintenance or environmental parameters prescribed by Energetic or applicable electrical codes, improper service of the Product performed by someone other than Energetic or its authorized service provider, or damage due to fire or acts of God. **THIS LIMITED WARRANTY EXPRESSLY EXCLUDES FIELD LABOR AND/OR SERVICES CHARGES RELATED TO REPAIR OR REPLACEMENT OF PRODUCT. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.**

Energetic reserves the right to use new, refurbished, reconditioned, or repaired products or parts in the warranty repair or replacement process that will be comparable in function and performance to an original product or part, as determined by Energetic in its sole discretion, and warranted for the remainder of the original warranty period.

Warranty claims must be made to Energetic in writing within (14) fourteen days after the discovery of the defect. Proof of purchase such as the invoice or Proof of Purchase on packaging must be presented at time of claim and comply with Energetics' other warranty requirements. Upon receiving that notice, Energetic may require you to promptly return the Product to Energetic, or its authorized service provider, freight prepaid within 15 days of the warranty claim and issuance of the RGA.

For warranty service evaluation a Return Goods Authorization number (RGA#) must be obtained by filling out the online form located on the "Support" page via Energetic website (www.Energeticlighting.com) and click the support button and complete the small form. Packages

returning without the RGA # printed clearly on the outside carton or documentation may be refused. Warranty service requiring the return printed clearly on the outside carton or documentation may be refused. Warranty service requiring the return of any product to Energetic, the product must be returned to Energetic in its original shipping container, or an equivalent container that properly provides a high depth of cushioning and protection from rough shipping conditions. Under no circumstances will Energetic honor any warranty service on damage deemed to have been caused by the shipping company by insurance agent or official.

The purchaser will be solely responsible for all shipping to Energetic and/or customs (if applicable) associated with warranty returns. If the return is declared to be under warranty by Energetic, Energetic will return the replacement product to the purchaser using normal ground or economy shipping at no cost to the purchaser. If the purchaser so desires the replacement product to be returned from Energetic in an expedited fashion the difference between economy freight and the desired expedited service will be the sole responsibility of the purchaser. Energetic will insist that the returned product be insured for the total value of the product unless a hold harmless waiver is signed and submitted to Energetic prior to shipping. Insurance costs will be the responsibility of the purchaser.

LIMITATIONS OF WARRANTY

This non-transferable warranty applies only to the original Purchaser in the country of Purchase. Energetic does not authorize anyone to make a warranty of any kind on its behalf and Purchaser should not rely on anyone making such statements. The Energetic Warranty shall cover LED products sold to Purchaser by Energetic in terms

of this agreement. Warranty can only be claimed for LED module failure when >10% (greater than ten percent of the total LEDs within any given product occurs.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

IN NO EVENT SHALL ENERGETIC BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

Some states do not allow limitation on how long any implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

Warranty terms and conditions are subject to change without notice.

*Based on the published warranty period of the specific product.