



## **LED Solid State Lighting Fixture Warranty** (Series: FR, HB, LBW, LPK, RSL, RTO, Shelter, SL, STW)

Dialight Corporation ("Dialight") warrants solely to original commercial end user ("Purchaser") of Dialight LED White Light Fixture Products ("Products") that Products will be free of defects in material and workmanship at the date of their purchase.

**Term of Warranty** For a period of five (5) years after the date of purchase (the "Warranty Period"), Dialight, at its sole option, will, itself, or through others, repair, replace or refund the price paid for Product that Dialight verifies as being damaged or inoperative due to defective material or workmanship.

**What the Warranty Does Not Cover** This warranty does not cover (1) Product advice or assistance that Dialight furnishes as a courtesy, (2) any alteration or modification of the Product by Purchaser, (3) removal or reinstallation of Products, (4) repairs required by the use of parts or components not manufactured or supplied by Dialight, or (5) defects or damage as a result of accident, modification, misuse, including but not limited to operation at temperatures above or at voltage levels outside the Product's rated range, improper service or repair, abuse or abnormal use including, without limitation, improper storage and incorrect installation.

**Conditions of Warranties:** It is a condition of these warranties that: (1) the Purchaser submit all claims of defect within the specified warranty periods, in writing and with detail; (2) return of Product is accompanied with a bill of sale or other evidence showing the date of purchase and identification of the original Purchaser; (3) Purchaser will prepay all freight, insurance and other transportation charges both to send Product to Dialight for warranty-coverage verification, repair or replacement, and to return Product to the Purchaser; and (4) Dialight retains all replaced parts and Products.

**Warranty Limitations** All replacement Products are warranted for the time remaining in the original warranty period of the Product replaced. Replacement Products will be equivalent in function, but not necessarily identical to the replaced Product. Repair, replacement or refund as set forth in this Warranty is the sole and exclusive remedy under this Warranty or otherwise for Product defects. DIALIGHT DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, WHETHER EXPRESSED BY AFFIRMATION, PROMISE, DESCRIPTION, MODEL, SAMPLE OR OTHERWISE, OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. Covenants regarding patent infringement by Products are set forth in Dialight's Terms of Sale. As such, any warranty with respect to infringement that may be provided by Section 2-312(3) of the Uniform Commercial Code or other law is hereby disclaimed.

**Damage Limitations** DIALIGHT IS NOT LIABLE FOR, AND HEREBY DISCLAIMS, ALL DAMAGES CAUSED BY ANY PRODUCT OR THE FAILURE OF A PRODUCT TO PERFORM, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS OR SAVINGS, UNDER ANY LEGAL THEORY, INCLUDING, WITHOUT LIMITATION, TORT (INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY) OR CONTRACT, SUSTAINED BY PURCHASER OR BY ANY OTHER PERSON. THIS LIMITATION CAN NOT BE WAIVED OR AMENDED BY ANY PERSON AND WILL BE EFFECTIVE EVEN IF DIALIGHT OR ITS REPRESENTATIVE HAS BEEN ADVISED OF, OR MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY MAY NOT APPLY TO DAMAGES RELATING TO PERSONAL INJURY OR DEATH IN JURISDICTIONS WHERE SUCH DAMAGES MAY NOT BE DISCLAIMED AS A MATTER OF LAW.

**How to Obtain Warranty Service** To obtain warranty service, Purchaser must obtain an RMA (Return Material Authorization Number) and instructions on how and where to return the products from Dialight's Customer Service by calling (732) 919-3119.