

LIMITED WARRANTY

Limited Warranty

Litecontrol Corporation ("Litecontrol") warrants to the purchaser that the Litecontrol LED fixture (the "Product") will be free from defects in material and workmanship that cause the Product to fail to operate in accordance with the performance specifications set forth in the documents published or provided with the Product (the "Specifications"). Notwithstanding the foregoing, a Product shall not be considered defective unless (1) lumen output from the fixture has eroded to levels below the Specifications, as measured according to IESNA LM-79 test methods, or (2) color shift occurs which results in chromaticity coordinates outside of the Specifications, as defined in ANSI/NEMA/ANSLG C78.377-2008. In the event of a conflict between the Specifications and the foregoing, the foregoing shall govern. This warranty is valid for a period of for five (5) years starting from the date of shipment, unless otherwise indicated in the Specification (the "Warranty Period"), provided that this warranty shall not be valid unless and until Litecontrol receives payment in full for the Product, which may result in a shorter Warranty Period. **THIS WARRANTY DOES NOT COVER LITECONTROL'S NON-LED PRODUCTS.**

Terms and Conditions

In addition to the foregoing, the following conditions must be met for the warranty to apply: (a) the Product must be or has been purchased by the contractor or end-user directly from Litecontrol or from an authorized Litecontrol distributor who purchased the Product directly from Litecontrol and from no other source; (b) the Product must be or have been installed, stored and maintained in accordance with Litecontrol installation instructions for the Product; (c) any repairs or alternations of the Product must be or have been performed solely by Litecontrol or authorized in writing by Litecontrol; (d) the Product must be or has been used only in normal and usual operating conditions or applications and in accordance with the Specifications; (e) the Product has not been damaged by accidents, abuse, or misuse of the Product; and (f) the Product has only been used for a purpose or in an application for which the Product was designed, as indicated by the relevant CSA/UL listing standard for the Product and in accordance with the Specification. This warranty only covers products shipped after January 1, 2014. **THIS WARRANTY DOES NOT COVER DEFECTS OR FAILURES DUE TO FIRE, POWER SURGES, VANDALISM, NEGLIGENCE, OR ACTS OF GOD.**

Remedy

Litecontrol's obligation for breach of warranty shall be solely limited to replacement of the Product, provided that the purchaser gives Litecontrol written notice within the Warranty Period and within thirty (30) days of discovery of the breach of warranty and returns the defective Product to Litecontrol, freight prepaid, with receipt of purchase. For those Products with a replaceable LED module, Litecontrol may choose, in its sole discretion, to supply a replacement LED module to the customer. Litecontrol shall decide in its sole discretion whether to repair or replace a Product, and Litecontrol reserves the right to inspect all Products and to be the sole judge as to whether a Product is defective and covered under the warranty. Litecontrol assumes no responsibility for labor or freight costs incurred in connection with the installation, removal, or replacement of Products determined to be defective.

PRODUCT REPLACEMENT IS LITECONTROL'S SOLE WARRANTY OBLIGATION AND IS IN LIEU OF ALL OTHER REMEDIES. THIS LIMITED WARRANTY IS THE ONLY WARRANTY GIVEN BY LITECONTROL WITH RESPECT TO THE PRODUCT AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE HEREBY EXPRESSLY DISCLAIMED. THIS LIMITED WARRANTY IS NULL AND VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL LITECONTROL'S AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH A PRODUCT, IN CONTRACT, TORT OR OTHERWISE, EXCEED THE PURCHASE PRICE OF THE PRODUCT TO WHICH SUCH LIABILITY RELATES. IN NO EVENT SHALL LITECONTROL BE LIABLE FOR SPECIAL, INCIDENTAL, CONSEQUENTIAL, INDIRECT OR COMPENSATORY DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF USE, PROFITS, BUSINESS OR GOODWILL, OR FOR REMOVAL OR REINSTALLATION COSTS.

This warranty is in consideration of and is subject to the conditions set forth herein. Litecontrol reserves the right to modify this warranty from time to time and any modifications shall be effective for all orders placed on or after the effective date of such revised warranty.

To make a warranty claim:

To make a warranty claim, notify Litecontrol in writing within thirty (30) days of the breach of warranty and return the failed product, freight prepaid, with receipt of purchase, to the following address:

Litecontrol Corporation
Attn: Quality Department
65 Spring Street
Plympton, MA 02367