

TECHNO USA LLC dba TECHNO LED LIGHTS - Warranty Statement

Industry Leading 10 Year Limited Warranty

For North American LED Products Purchased on or after April 1, 2014

Techno USA LLC dba TechnoLED Lights ("TechnoLED"), 2763 Meadow Church Road, Duluth, GA-30097, warrants to the original or first end user purchaser of TechnoLED Domestic LED products manufactured and purchased on or after April 1, 2014 ("Product(s)") for which the TechnoLED Spec Sheet located on our website contains the words "10 year limited warranty" that, subject to the below terms and conditions of this warranty, when such LED Products are properly installed they will comply with TechnoLED's published Product specifications for such Products and will be free from material defects in material and workmanship for a period of the lesser of ten (10) years from the date of purchase by TechnoLED, or 50,000 hours of operation (at an average of 13.6 hours per day operation). The LED arrays in the Product(s) will be considered defective in material or workmanship only if a total of 15% or more of the individual light emitting diodes in the Product(s) fail to illuminate.

The above express limited warranty is extended by TechnoLED only to the original or first end-user purchaser and only for the original installed location. This warranty is non-transferable (other than by a distributor to the first end user purchaser), whether by assignment or operation of law. The original purchaser must provide warranty claims to TechnoLED within the warranty period promptly upon discovery and in accordance with TechnoLED Return and Repair Procedures as outlined within this document. If TechnoLED determines the Product is defective, TechnoLED will elect, in its sole discretion, to refund you the purchase price of the Product, repair the Product or replace the Product. THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED.

TechnoLED reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured Products or parts in the warranty repair or replacement process. Such Products and parts will be comparable in function and performance to an original Product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. In order to make a warranty claim, the end user must notify TechnoLED in writing within sixty (60) days after discovery of the defect, provide proof of purchase, and comply with the other warranty requirements contained herein. Upon receiving that notice, TechnoLED may require the end user to promptly return the Product to Seller, or its authorized service provider, freight prepaid. Warranty claims should be addressed to Techno USA LLC, 1580 Boggs Road, Duluth, GA-30096.

Conditions and Exclusions: This warranty will not apply to loss or damage to the Product caused by: negligence; abuse; misuse; mishandling; improper installation, storage or maintenance; damage due to fire or acts of God; vandalism; civil disturbances; power surges; improper power supply; electrical current fluctuations; corrosive environment installations; induced vibration; harmonic oscillation or resonance associated with movement of air currents around the Product; alteration; accident; failure to follow installation, operating, maintenance or environmental instructions prescribed by TechnoLED or applicable electrical codes; or improper service of the Product performed by someone other than Seller or its authorized service provider. This warranty will automatically become null and void and shall not be applicable to any LED fixture which (i) has not been timely paid for, (ii) is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of 4816-3181-8352, v. 3 Underwriters' Laboratory, Inc. (UL) or with TechnoLED's instructions and guidelines, (iii) has been moved from its original installation, (iv) has been installed within an area that has exposure to sulfur or any area with high acidic compounds in use, (v) has been operated in an ambient temperature or humidity that is higher than 35 degrees Celsius, (vi) has been subjected to a lightning strike, power surge or overvoltage condition, (vii) has its LED Board subjected to static electricity due to failure to discharge same prior to connecting or disconnecting the lead from the LED board, (viii) was not installed and/or operated in accordance with TechnoLED's instructions and guidelines, (ix) has been mishandled, misused, abused, tampered with, modified or altered by anyone other than TECHNOLED. (x) has been subjected to abnormal stresses and operating conditions, or (xi) has been operated without overvoltage and lightning protection devices in place.

Limitations: Years 1 thru 5 (up to the 5th anniversary of Purchase Date): All LED Light Fixtures: Complete fixtures, or just certain nonworking components as determined by TechnoLED, will need to be removed and returned to TechnoLED for evaluation in accordance with TechnoLED Return and Repair Procedures as outlined within this document. Components determined to be covered by this warranty will be repaired or replaced in accordance with this warranty document at no cost to Purchaser. Purchaser will be responsible for all shipping costs in returning the Product. Years 6 thru the end of the warranty (from 5th to 10th anniversary of Purchase Date or, if earlier, 50,000 hours of operation): All LED Light Fixtures: This warranty will cover only the LED module and Driver (i.e., the LED Board and the LED chips); no other component or fixture will be covered by this warranty after the sixth anniversary of the Purchase Date. LED modules will need to be removed and returned, at purchaser's cost and expense in accordance with TechnoLED's Return and Repair Procedures as outlined within this document. If an LED module or Driver is determined by TechnoLED to be in breach of this warranty, TechnoLED will provide a new LED Module or a new Driver with lumen output that is equal to or higher than the Original Lumens in accordance with this warranty document at no cost to purchaser. Purchaser will be responsible for all shipping costs in accordance with TechnoLED's Return and Repair Procedures as outlined within this document. Exterior poles are only warranted for the first twelve months following the Purchase date. Normal wear and tear on the fixture is not covered by this warranty. Exterior or mechanical damage that is not due to a warranty defect will not be corrected. No cosmetic repairs will be made. **Disclaimers & Limitations of Liability:** The foregoing warranty is exclusive of all other statutory, written or oral warranties and no other warranties of any kind, statutory, by operation of law or course of performance, or otherwise, are given, herein expressed or otherwise received. EXCEPT AS EXPRESSLY PROVIDED ABOVE, TechnoLED DISCLAIMS ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THE LED PRODUCTS AND ITS SERVICES, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. No dealer, distributor, or any other person or entity is authorized to make any representation, warranty or promise on behalf of TechnoLED or any of its affiliates.

Limitations of Liability: Other than the obligation to repair or replace as provided above, TechnoLED shall have no liability for any losses, expenses or damages as a result of the installation, use, inability to use, removal or replacement of any LED Product. TechnoLED 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 profits or revenues, loss of any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substitute Products, facilities or services, down time cost or claims of claimant's customers. TechnoLED's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any LED Product, any aspect of this warranty or for any Products or services furnished hereunder shall not exceed the price of the fixture which gives rise to the claim.

Return and Repair Procedures: All warranty requests and or questions are to be directed to TechnoLED. If deemed necessary, the representative will issue a Returned Merchandise Authorization (RMA) number which must be included on both the packing slip of the component or fixture being returned and on the outside of the box. Name and contact information, including email address, must be included on the packing slip so that we can contact you easily. If the fixture is a recessed or pendant fixture, a portion of the fixture or only the LED Driver (power supply unit) or possibly the LED Board (lens covered lighted section) will need to be returned, depending on the problem being experienced. Please note that for recessed fixtures and T8 Lamps, the proper ESD (electro-static discharge) procedures must be followed prior to handling the lead to the LED Fixture. Also, each component or 4816-3181-8352, v. 3 fixture must be packaged very carefully and properly so as to prevent damage in shipment and must be shipped freight prepaid. Please obtain a proof of delivery to ensure that the material is received.

No Labor Reimbursement: All components and Products determined to be covered by this warranty as provided above, will be repaired or replaced at no charge to the customer, however, except as expressly provided above with respect to recessed and linear fixtures during the first year, the customer must hire and pay for an electrician to remove and reinstall such components and fixtures. No labor costs will be covered for the removal or reinstallation of any components or fixtures. The warranty does not cover modifications, repairs or replacements, or the related labor or materials costs, that may be necessary in connection with the removal, repair, or replacement of any LED Product under this warranty.