

LIMITED WARRANTY

ELUMINAIRE LLC. (herein after “ELUMINAIRE”) warrants that its CSS1/CIPS1/CCS1/CNS1/RCS1/LHS1/CES1/CLSM/RMS1/SLS1/RHS1/ALS1 product (the “Product”) will be free from defects in materials and workmanship for a period of five (5) years (the “Warranty Period”). This limited warranty is not transferrable and extends only to the original Product purchaser (the “Purchaser”), commencing thirty (30) days from the date of Product shipment by ELUMINAIRE, subject to the terms and conditions set forth herein below. If any Product should be found to be defective during the Warranty Period, ELUMINAIRE will, at its sole option, repair or replace the Product or Product component with the same or similar Product or Product component at no charge to Purchaser, in accordance with the Terms and Conditions stated herein below. Labor charges are not included.

Terms and Conditions of Limited Warranty:

This limited warranty applies only to Products which are wired, installed and maintained within the parameters described in the Product information sheet. This limited warranty excludes the following: (a) any product, components or parts not manufactured by ELUMINAIRE; (b) defects caused by failure to provide a suitable installation environment for the Product (including but not limited to damage caused by the installation of the product outside the specified temperature or humidity range described in the Product information sheet); (c) damage caused by the use of the product for purposes other than those for which it was designed; (d) damage caused by any unauthorized attachment or modification to the Product; (e) damage caused by any power source problems, including but not limited to unregulated power, short circuits, lighting hits, power surges, or under/over voltage supply; (f) damage incurred during installation, (g) damage caused during shipping or storage; (h) damage caused by criminal acts, terrorism, war, acts of civil disobedience, acts of God such as fire, flood, storm, wind or lightning; (i) damage caused by improper installation; or, (j) damage caused by the misuse of the Product or use in violation of any applicable national, state, province or local standard, code or instructions.

The removal and reinstallation of the Product from its initial place of installment outside of this warranty, any unauthorized repair or attempted repair, any unauthorized modification, the replacement of any original component with the components of another manufacturer, or the unauthorized removal of any original labels or markings, will automatically void this limited warranty.

Limited Warranty Claim Procedure:

To make a claim under this limited warranty, Purchaser must promptly, but no more than thirty (30) days from discovery of any warranted defective condition, notify ELUMINAIRE by

contacting the ELUMINAIRE Customer Service Group at (800) 353-4001 or by e-mail at warranty@ELUMINAIRE.com. Purchaser will be requested to provide its original packing slip or such other evidence showing the date of delivery and the identity of Purchaser, as ELUMINAIRE, at its sole discretion, may accept. Once ELUMINAIRE determines that the Product may be eligible for service under this warranty, ELUMINAIRE will first issue Purchaser a Return Authorization (“RA”) number and further instructions concerning any warranty service. Purchaser will be required to deliver the affected Product to ELUMINAIRE and with its RA number and Purchaser shall prepay all freight, transportation or insurance costs required for the delivery and return of the affected Product under warranty service. If upon examination of the returned Product, ELUMINAIRE determines that a defect in material or workmanship exists, ELUMINAIRE will, within a reasonable time after the issuance of the RA and Purchaser’s delivery of the Product to ELUMINAIRE, correct any defect in material or workmanship. If replacement components are required, such replacement components may be either new or used, subject to ELUMINAIRE’s discretion. Such repair of the Product will be performed at ELUMINAIRE’s expense and ELUMINAIRE shall retain title to all replaced components or Product. All warranty service will be performed at service centers designated by ELUMINAIRE. If ELUMINAIRE is unable to repair the Product after a reasonable number of attempts, ELUMINAIRE will provide a replacement Product. All replacement Products or Products serviced or repaired are warranted only for the remainder of the original warranty period. These remedies are the Purchaser’s sole and only remedies under this limited warranty. ELUMINAIRE RESERVES THE RIGHT TO EXAMINE ALL ALLEGEDLY DEFECTIVE PRODUCTS TO VERIFY THE CAUSE OF ANY ALLEGED DEFECTS OR FAILURE OF THE PRODUCT AND USE PATTERNS, AND SHALL BE THE SOLE JUDGE AS TO THE CAUSE AND WHETHER SUCH DEFECT IS COVERED UNDER THIS LIMITED WARRANTY.

No Other Warranties:

Unless modified in writing by Purchaser and ELUMINAIRE, this warranty is understood to be the complete and exclusive warranty, superseding all oral or written prior representations or warranties and all other communications. No employee or agent of ELUMINAIRE or any other party is authorized to make any warranty in addition to those made in this warranty.

Disclaimer of Warranty:

EXCEPT FOR THE WARRANTY SET FORTH HEREIN AND EXCEPT AS MAY BE REQUIRED BY LAW, ELUMINAIRE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCT INCLUDING ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR

PURPOSE, WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OR DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

Limitation of Remedies:

IN NO EVENT WILL ELUMINAIRE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT OR ANY OTHER LEGAL THEORIES, INCLUDING BUT NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED PROPERTY WHETHER PERSONAL OR REAL; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY. IN NO EVENT SHALL ELUMINAIRE'S TOTAL LIABILITY EXCEED THE PRICE PAID BY PURCHASER FOR THE PRODUCT PURCHASED.