



**EYE LIGHTING
INTERNATIONAL**

EYE LIGHTING LED LUMINAIRE and LEDioc® LIMITED WARRANTIES

EYE Lighting International of North America, Inc. (“EYE Lighting”) warrants to the purchaser (the “**Purchaser**”) as follows: (A) EYE Lighting’s LED Luminaires, including any EYE Lighting standard finishes thereon (“**Luminaires**”), will be free from defects in material and workmanship for a period of five (5) years from the date of shipment of the Luminaires (the “**Luminaire Warranty**”), and (B) any custom ordered finish on any Luminaire (a “**Custom Finish**” and together with the Luminaires, the “**Products**”) will not suffer deterioration or excessive fading for a period of one (1) year after shipment of the Luminaire (the “**Custom Finish Warranty**” and together with the Luminaire Warranty, the “**Warranties**”). Proof of purchase and/or ownership is required to process all warranty claims.

EYE Lighting shall not be liable for a breach of any of the Warranties unless: (a) Purchaser gives written notice of the defect, reasonably described, to EYE Lighting within thirty days following the time when Purchaser discovers or ought to have discovered the defect; (b) EYE Lighting is given a reasonable opportunity after receiving the notice to examine the applicable Products and, if EYE Lighting requests, Purchaser returns such Products to EYE Lighting's place of business at EYE Lighting's cost for any examination to take place there; and (c) EYE Lighting reasonably verifies Purchaser’s claim that the Products are defective. Without limiting the foregoing, a Luminaire shall not be considered to be defective solely as a result of the failure of individual LED components to emit light if the number of inoperable components is less than 10% of the total number of LED components in the Luminaire.

EYE Lighting shall not be liable for a breach of any of the Warranties set forth herein if: (a) Purchaser makes any further use of the Products after giving notice to Eye Lighting of an alleged defect; (b) the defect arises because Purchaser failed to store, install, operate, or maintain the applicable Products in accordance with (i) EYE Lighting’s oral or written instructions (including EYE Lighting’s Structural Maintenance Policy) or (ii) the National Electric Code (NEC), the Standards for Safety of Underwriters Laboratories, Inc. (UL), the Standards for the American National Standards Institute (ANSI), or any similar applicable safety, industry, and/or electrical standard; (c) Purchaser alters, repairs or has service performed on the applicable Products without EYE Lighting’s prior written consent; or (d) the defect arises out acts of nature, abuse, misuse, abnormal use, use of unauthorized parts, vandalism, civil disturbances, power surges, improper power supply, electrical current fluctuations, corrosive environment installations, induced vibration, harmonic oscillation, resonance associated with high wind loads, or from acts or circumstances beyond EYE Lighting’s reasonable control. Without limiting the foregoing, if Products are to be used on existing foundations or structures, the Purchaser assumes all responsibility for the structural integrity of the existing foundation, anchorage or structures.

As Purchaser’s sole and exclusive remedy for any breach of the Warranties, EYE Lighting shall, in its sole discretion, either: (a) repair or replace the Product (or the defective part) or (b) credit or refund the price of the Product at the pro rata contract rate provided that, if EYE Lighting so requests, Purchaser shall, at EYE Lighting’s expense, return the Product to EYE Lighting. If EYE Lighting chooses to replace the Product and is not able to do so because it has been discontinued or is not available, EYE Lighting may replace the Product with a product of comparable value at EYE Lighting’s discretion. The remedies in this paragraph are the Purchaser’s sole and exclusive remedy and EYE Lighting’s entire liability for any breach of the Warranties.

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EYE Lighting International of North America, Inc.
a division of Iwasaki Electric of Japan

9150 Hendricks Road
Mentor, Ohio 44060

Tel: (440) 350-7000
Fax: (440) 350-7001

www.eyelighting.com
EQS3804



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EYE LIGHTING LED LUMINAIRE and LEDioc® LIMITED WARRANTIES (cont.)

OTHER THAN THE “WARRANTIES” HEREIN, EYE LIGHTING MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS, INCLUDING ANY (A) WARRANTY OF MERCHANTABILITY; OR (B) WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; OR (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; WHETHER EXPRESS OR IMPLIED BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE.

The Purchaser acknowledges that the Products may contain, be attached to, or be packaged together with products manufactured by a third party ("**Third-Party Products**"). Third-Party Products, including any LED driver, are not covered by the Warranties. For the avoidance of doubt, EYE Lighting makes no representations or warranties with respect to any Third-Party Products.

In no case shall EYE Lighting be obligated or liable for any indirect, consequential, special, or incidental damages, for lost profits, or for diminution in value arising out of or relating to any breach of any of the Warranties, whether or not the possibility of such damages has been disclosed in advance by Purchaser or could have been reasonably foreseen by Purchaser.

No agent, distributor or dealer is authorized to change, modify or extend the terms of the Warranties in any manner.

All notices of defects shall be made to EYE Lighting by calling 1-888-665-2677 or (440) 350-7000, by providing written notice via internationally recognized overnight carrier to 9150 Hendricks Road, Mentor, OH 44060, or by fax to (800) 811-7395.

If Purchaser resells any Products to an end-user, Purchaser will immediately notify EYE Lighting of any claims or complaints about the Products from the end-user and will not resolve any dispute with the end-user without EYE Lighting's prior consent.

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