

## PRODUCTS COVERED UNDER THIS WARRANTY

This Limited Warranty of XtraLight Manufacturing, Ltd. (XtraLight), applies strictly to products manufactured by XtraLight. The term “Product” means an XtraLight device that incorporates LED lighting modules and/or arrays utilizing the LEDLinX<sup>®</sup> LED Lighting System. This Limited Warranty applies only to XtraLight Products and does not apply to any other equipment or device onto which an XtraLight Product is installed. Each Product is manufactured from new parts. XtraLight’s Limited Warranty applies to all XtraLight Products as set forth below:

## DURATION OF WARRANTY

XtraLight Products are warranted for a period of ten (10) years from the manufacture date as indicated on the Product label.

## CONDITIONS OF THE WARRANTY

XtraLight warrants that the Product is free from Defects in materials and workmanship under normal use when properly installed and maintained during the warranty period. “Defect” means a Defect in the LED lighting modules or arrays in a Product if either (a) there has been a measurable diminution in the lumen output of greater than 30% during the Warranty Period; or (b) more than 10% of the LEDs fail to continue to operate. This warranty extends to the original purchaser only and is not transferable to anyone who purchases the Product from the original purchaser. No warranty is in effect for products not paid within terms.

## WHAT IS NOT COVERED BY THE LIMITED WARRANTY

- Products purchased from any entity other than XtraLight.
- Power supplies, transformers and LED Drivers not manufactured by XtraLight or LEDLinX are warranted by their respective manufacturers. Consult the manufacturer’s published warranty for the component in question.
- Routine cleaning or normal cosmetic and mechanical wear.
- Damage from misuse, abuse or neglect.
- Damage from use of materials other than XtraLight approved materials during cleaning/maintenance.
- Damage from use outside the Product’s usage and/or storage parameters.
- Damage from use of parts not manufactured and/or sold by XtraLight.
- Damage from modification or incorporation into other products.
- Damage from repair or replacement of warranted parts by anybody other than XtraLight or an authorized XtraLight representative.
- Damage to or loss of any product or equipment onto which an XtraLight Product is installed.
- Damage due to the failure to perform recommended preventative maintenance as required by the application environment (such as the routine cleaning of accumulated dirt and debris).
- Damage from accident, fire or extraordinary weather conditions.

THIS WARRANTY DOES NOT COVER DAMAGE RESULTING FROM OR OCCASIONED BY ELECTRICAL CURRENT FLUCTUATIONS AND DOES NOT EXTEND TO EXCESSIVE VOLTAGE COVERAGE.

## EXCLUSIVE REMEDY

REPAIR OR REPLACEMENT IS THE SOLE REMEDY AVAILABLE, AND THIS LIMITATION APPLIES WHETHER DAMAGES ARE SOUGHT OR CLAIMS MADE UNDER A CONTRACT CLAIM, TORT CLAIM INCLUDING NEGLIGENCE AND STRICT PRODUCT LIABILITY, OR ANY OTHER CLAIM ARISING FROM A DEFECTIVE PRODUCT. LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES IS HEREBY EXPRESSLY EXCLUDED. XTRALIGHT IS NOT LIABLE FOR ANY CLAIM MADE BY A THIRD PARTY OR MADE BY YOU FOR A THIRD PARTY. XTRALIGHT IS NOT LIABLE FOR ANY OTHER LOSS OR EXPENSE WHATSOEVER RESULTING FROM A DEFECTIVE PRODUCT. EXCEPT AS EXPRESSLY SET FORTH IN THIS LIMITED WARRANTY, XTRALIGHT MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY IMPLIED WARRANTIES THAT MAY BE IMPOSED BY LAW ARE LIMITED TO THE TERMS OF THIS EXPRESS LIMITED WARRANTY.

## PROCEDURE FOR CLAIMS

Any person or entity desiring to make a claim under this Limited Warranty (the “Claimant”) shall notify XtraLight promptly in writing, addressed to: Warranty Claims Department, XtraLight Manufacturing, Ltd. 8812 Frey Rd., Houston, TX 77034. Should XtraLight desire to examine the Product prior to disposition of any claim, XtraLight shall specify a destination to which the claimed defective Product is to be shipped, freight prepaid. Notwithstanding, the Claimant shall not dispose of a claimed defective Product until the claim has been resolved. Upon receipt of the claimed defective Product, XtraLight will undertake such examinations of the Product as it deems necessary or desirable. If XtraLight concurs that the Product incurred a Defect within the Warranty Period, XtraLight will repair or replace the Product and return it, freight prepaid. XtraLight may request from the Claimant, certain installation, maintenance and repair records related to the claimed defective Product. If such records do not show that appropriate installation, maintenance or repair occurred, or if there are no such records, the claim may be denied. The burden of showing appropriate installation, maintenance and repair is on the Claimant. If the Product reviewed by XtraLight does not meet the requirements of this Limited Warranty, XtraLight shall notify the Claimant and the Claimant shall notify XtraLight promptly that either (a) XtraLight is to repair or replace the Product at the Claimant’s sole cost, with the return to the Claimant being freight collect; or (b) that XtraLight is to dispose of the Product at the Claimant’s sole cost.