

Heilux Limited Warranty

This limited warranty is provided by Heilux, LLC ("Seller") to you as the original purchaser of the light emitter. Seller warrants that its LumaFilm light emitter listed below (the "Product") will be free from defects in material and workmanship, and that the lumen maintenance value for the Product shall not fall below 80% of the lumen maintenance value set forth in Seller's specifications, for the period of 5 years from the date of Buyer's purchase (the invoice date), subject to the terms and conditions herein. The LED arrays in the Product will be considered defective in material or workmanship only if a total of 10% or more of the individual light emitting diodes in the Product fail to illuminate. The final determination of whether the Product is defective shall be made by the Seller in its sole discretion, with consideration given to the overall performance of the Product.

During the applicable Warranty Period set forth above relating to the Product, Seller warrants that the Product will be free from defects in material and workmanship (the "Limited Warranty"). This Limited Warranty extends only to the end-user of the Product (the "Buyer"). This Limited Warranty may be transferred to subsequent purchasers of the Product, provided that such Product is resold in new condition and in its original packaging. Notwithstanding the foregoing, in no event shall Seller be responsible for and Seller makes no warranty with respect to: (1) damages and defects resulting from the misuse, mishandling or alteration of the Products; (2) damages and defects resulting from catastrophic events such as fires, earthquakes, floods and lightning; (3) damages and defects resulting from improper installation or storage; (4) damages and defects resulting from the lack of maintenance as required in the installation instructions and specification sheets; (5) corrosion or discoloration of the components; and (6) damages resulting from improper use, accident, neglect, abuse, misuse, or acts of God.

SELLER MAKES NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, THAT EXTEND BEYOND THE WARRANTIES EXPLICITLY SET FORTH ABOVE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

If any Product does not conform to the Limited Warranty, Seller will, at its sole option, replace the nonconforming Product with an equivalent at no charge to Buyer or grant Buyer a pro-rated credit for the purchase of a future Product (based on the remaining warranty life of the original Product); provided, however, that such obligations of Seller shall be contingent upon the following: (1) Buyer returns the Product and the invoice or receipt showing the original date of purchase of the Product to Seller; (2) Buyer provides adequate records of operating history to Seller; and (3) Buyer provides Seller with access to the fixtures used to operate the nonconforming Product.

THE FOREGOING OBLIGATION TO REPAIR OR REPLACE THE NONCONFORMING PRODUCT SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR THE BREACH OF THE FOREGOING WARRANTIES. SELLER SHALL HAVE NO OBLIGATION TO REMOVE OR INSTALL, OR PAY ANY COSTS IN CONNECTION WITH THE REMOVAL OR INSTALLATION OF, ANY PRODUCT THAT DOES NOT CONFORM TO THE FOREGOING WARRANTIES. SELLER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. SELLER'S MAXIMUM LIABILITY TO BUYER SHALL BE LIMITED TO THE PURCHASE PRICE BUYER PAID FOR THE PRODUCTS. SELLER SHALL NOT BE LIABLE TO BUYER IF SELLER IS UNABLE TO PERFORM ANY OBLIGATIONS OF SELLER DUE TO EVENTS BEYOND THE REASONABLE CONTROL OF SELLER.

LIMITATION OF LIABILITY. Seller 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 use of the above product or any other goods or associated equipment or damage to any associated equipment, cost of capital, cost of substituted products, facilities of services, downtime cost, or claims of claimant's customers. Seller's liability on any claim of any kind for any loss or damages arising out of, resulting from or concerning any aspect of this agreement or from the Product furnished hereunder shall not exceed the price of the specific Product or Products listed above which gives rise to the claim. This warranty gives the claimant specific legal rights. The claimant may also have other rights, which vary from state to state.

Seller reserves the right to modify or discontinue this Limited Warranty without notice provided that any such modification or discontinuance will only be effective with respect to any Product purchased after such modification or discontinuance.