

LIMITED WARRANTY

TECHOLED INC (TechoLED) warrants its products to be free from defect in material and workmanship for a period of five (5) years from the date of the first invoice to the original purchaser (buyer).

The limited warranty will extend to products where any of the following occurs: LED driver fails to operate; outside finish exhibits cracking, corrosion, or peeling; LED light output drops below 75% of the original output; LED color temperature (CCT) changes more than 500K.

1- This limited warranty shall only apply if the following conditions are met:

- a. The entire installation was performed by a qualified and licensed electrician; the qualification of the installer must be documented and presented in the event of warranty claim
- b. The product must be delivered new and in original packaging
- c. The complete installation was completed according to instructions, specifications and applicable local codes and standards
- d. Complete sales documentation, including but not limited to quotations, submittals, drawings, purchase orders and invoices is provided
- e. Detailed records of operating history, inspections, maintenance and testing must be kept by the end user and must be made available to TechoLED upon request.
- f. Products are installed and operated in standard ambient humidity temperatures (not exceeding 95° Fahrenheit) and operated within electrical values shown on the driver label

2- <u>This limited warranty does not cover any claims for product failures or defects attributed in whole or in part to:</u>

- a. Failure or defect caused by external factors such as: physical damage; exposure to chemicals or other substances, including use of cleaning agents; environmental conditions, fire, vandalism, power failure, voltage surges or dips, induced vibration, insects or rodents;
- b. Negligence of buyer or any other third party, including but not limited to third parties not engaged by TechoLED;
- c. Improper storage, handling, installation, maintenance or service;
- d. Not abiding by installation instructions, product specifications
- e. Installation or use of TechoLED product with any unauthorized third-party components, parts or processes
- f. Force Majeure fire, floods, accidents, war, civil unrest, acts of god, etc.
- g. Any other occurrences beyond reasonable control of TechoLED



All warranty claims must be submitted in writing directly to TechoLED within 14 days of the failure or defect discovery. When product is replaced or repaired under this limited warranty, the remainder of the original term shall remain effective. TechoLED reserves the right to modify or discontinue this limited warranty without notice.

This limited warranty excludes any external third-party components, including but not limited to emergency battery packs, motion and daylight sensors.

If TechoLED products fail to operate or are defective in compliance with all terms and conditions, TechoLED will at its sole discretion replace or repair them. Replacement products will have same or equivalent functionality. TechoLED may require defective products, parts or components to be shipped to TechoLED to be inspected and verified for conformity. TechoLED will bear shipping cost to and from TechoLED. The limited warranty does not cover costs incurred for labor and/or equipment necessary for removing, picking, packing, handling the defective products.

TechoLED shall not be responsible for any costs or charge backs including but not limited to labor, parts, equipment, special worksite conditions, insurance.

LIMITATION OF LIABILITY

TECHOLED SHALL IN NO EVENT BE LIABLE OR RESPONSIBLE FOR ANY DIRECT OR INDIRECT INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER AS THE RESULT OF BREACH OF CONTRACT, LIMITED WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER THEORY, INCLUDING BUT NOT LIMITED TO LABOR, EQUIPMENT NEEDED TO REMOVE OR REINSTALL ORIGINAL, DEFECTIVE OR REPLACEMENT PARTS, PRODUCTS AND/OR COMPONENTS; LOSS OF TIME, PRODUCTIVITY, REVENUE OR PROFITS, COST OF CAPITAL OR INTEREST; TEMPORARY SUBSTITUTE PRODUCTS, DOWNTIME; DAMAGE TO OR LOSS OF PROPERTY AND EQUIPMENT AND INCONVENIENCE ARISING OUT OF ANY BREACH OF THIS LIMITED WARRANTY OR OBLIGATIONS UNDER THIS LIMITED WARRANTY.