

TESLYTE, LLC

# LIMITED WARRANTY

## CONDITIONS and EXCLUSIONS

Teslyte warrants to the original consumer purchaser and not for the benefit of anyone else that this product at the time of its sale by Teslyte is free of defects in material and workmanship under normal and proper use for three (3) or five (5) years from the invoice date, depending on the product as specified in the product specifications. Teslyte's only obligation is to correct such defects by repair or replacement, at its option. This warranty excludes and there is disclaimed liability for labor for removal of this product or reinstallation. This warranty is void if this product is installed improperly or in an improper environment, overloaded, misused, opened, abused, or altered in any manner, or is not used under normal operating conditions or not in accordance with any labels or instructions. There are no other or implied warranties of any kind, including merchantability and fitness for a particular purpose, but if any implied warranty is required by the applicable jurisdiction, the duration of any such implied warranty, including merchantability and fitness for a particular purpose, is limited to three (3) or five (5) years, depending on the product as specified in the product specifications. Teslyte is not liable for incidental, indirect, special, or consequential damages, including without limitation, damage to, or loss of use of, any equipment, lost sales or profits or delay or failure to perform this warranty obligation. The remedies provided herein are the exclusive remedies under this warranty, whether based on contract, tort or otherwise.

This warranty is conditioned upon proper installation, use and maintenance. This warranty will automatically become null and void and shall not be applicable to any LED fixture which (i) has not been timely paid for, (ii) is not installed and operated in accordance with the current edition of The National Electric Code (NEC), the Standards for Safety of Underwriters' Laboratory, Inc. (UL) or with Teslyte's instructions and guidelines, (iii) has been moved from its original installation, (iv) has been installed within an area that has exposure to sulfur or any area with high acidic compounds in use, (v) has been operated in an ambient temperature or humidity that is higher than 35 degrees Celsius, (vi) has been subjected to a lightning strike, power surge or overvoltage condition, (vii) has its LED Board subjected to static electricity due to failure to discharge same prior to connecting or disconnecting the lead from the LED board, (viii) was not installed and/or operated in accordance with Teslyte's instructions and guidelines, (ix) has been mishandled, misused, abused, tampered with, modified or altered by anyone other than Teslyte, (x) has been subjected to abnormal stresses and operating conditions, or (xi) has been operated without overvoltage and lightning protection devices in place.

## LIMITED FIVE-YEAR WARRANTY

Teslyte will guarantee the following component groups as stated below and subject to the Terms and Conditions following:

### Structural Warranty:

“Structural” means the exterior enclosure, plastic globe, glass trims, seals, pre-installation hardware and screws, lenses, optics, diffusers and powder coat paint finish on products other than natural aluminum, brass or stainless steel. Teslyte warrants the product paint finish will not crack, peel, excessive fade or corrode during this warranty period. This Structural Warranty is void if there is cosmetic damage, including, but not limited to scratches, dents and breaks to components caused by installation or modification functionality or corrosion by being submerged in water.

### Electrical Warranty:

Power supplies (LED Driver) shall be warranted by the driver manufacturer for three (3) or five (5) years, depending on the product as specified in the product specifications, or, if lesser, 25,000 hours of operation. The start date of warranty shall be in compliance with manufacturer's terms and conditions. Teslyte has installed in accordance with the Standards for Safety of Underwriters' Laboratory, Inc. (UL) and with driver's manufacturer specification and guidelines. At Teslyte's option drivers may be required to be sent back to Teslyte to be forwarded to driver manufacture for inspection and/or repair. Should any defects be found by manufacturer upon its inspection of the properly returned product, Teslyte shall accept and forward replacement driver. Teslyte's sole responsibility and liability under this warranty will be, at its option, to either assist in repair or replace the defective part or parts or else make available a new replacement unit that will provide equal or better performance. All decisions regarding the existence or non-existence of defects or otherwise affecting the warranty shall be made by driver manufacturer and/or Teslyte and shall be final and binding on all parties.

Light Emitting Diode (LED): Teslyte warrants LED components are free from material defect and workmanship for a period of three (3) or five (5) years from date of manufacture, depending on the product as specified in the product specifications, or, if lesser, 25,000 hours of operation. The date of manufacture (the “Manufactured Date”) shall be the date of manufacture placed on the product by Teslyte prior to shipment. The original purchaser must provide warranty claims to Teslyte within the warranty period promptly upon discovery. At Teslyte's option components may be required to be sent back to Teslyte for inspection and/or repair. Should any defects be found by Teslyte upon its inspection of the properly returned product, Teslyte's sole responsibility and liability under this warranty will be, at its option, to either repair or replace the defective part or parts or else make available a new replacement unit that will provide equal or better performance. All decisions regarding the existence or non-existence of defects or otherwise affecting the warranty shall be made by Teslyte and shall be final and binding on all parties.

Teslyte LED module retrofit kit warranty is only valid when it is used in fixtures it was designed to be used in or approved by Teslyte. Any other use in any other fixture assembly or use with non-Teslyte LED specified or supplied components or improperly installed with an appropriate heat sink and over torqueing fasteners during installation will void this warranty.

### DISCLAIMERS & LIMITATIONS OF LIABILITY

- (a) Warranty does not include any removal or re-installation costs/expenses.
- (b) Light products are subject to risks inherent in electrical connection such as grounding light fixtures accordance with national, state, and/or local electrical codes. Therefore, the user of the Products assumes all responsibility and risk for personal injury of the Products and TESLYTE and, where applicable, TESLYTE'S third party licensors specifically disclaim any responsibility for any personal injury associated with the Products.
- (c) The Products are not designed, manufactured or intended for use or resale in environments or application where product failure could lead directly to death, personal injury, or severe physical or environmental damage ("High Risk Activities"). Accordingly, TESLYTE and, where applicable, TESLYTE'S third party licensors specifically disclaim any express or implied warranty of fitness for High-Risk Activities.
- (d) EXCEPT FOR THE LIMITED WARRANTY EXPRESSLY SET FORTH IN 5 YEAR LIMITED WARRANTY SECTION, TESLYTE MAKES NO WARRANTY WHATSOEVER WITH RESPECT TO THE PRODUCTS AND HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, WARRANTY OF TITLE OR 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.
- (e) BUYER HEREBY EXPRESSLY AGREES THAT NEITHER TESLYTE NOR ITS SUPPLIERS WILL IN ANY EVENT UNDER ANY CIRCUMSTANCES BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), UNDER WARRANTY OR OTHERWISE IN LAW OR EQUITY, FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, FUTURE OR PUNITIVE DAMAGES WHATSOEVER; LOSS OF PROFITS OR REVENUE; LOSS OF USE OF BUYER'S PROPERTY, PLANT, EQUIPMENT OR SYSTEM; INCREASED COSTS OF ANY KIND; OR CLAIMS OF CUSTOMERS OF BUYER. BUYER HEREBY EXPRESSLY AGREES THAT THE REMEDIES PROVIDED HEREIN ARE EXCLUSIVE AND THAT UNDER NO CIRCUMSTANCE SHALL THE TOTAL AGGREGATE LIABILITY OF TESLYTE AND ITS SUPPLIERS UNDER ANY THEORY OF RECOVERY, WHETHER BASED IN CONTRACT, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), UNDER WARRANTY OR OTHERWISE IN LAW OR EQUITY, EXCEED THE PURCHASE PRICE BUYER ACTUALLY PAID TO TESLYTE FOR PRODUCTS UNDER THIS AGREEMENT.

### WARRANTY SERVICE INSTRUCTIONS

For Original Purchasers to request warranty service under this limited warranty, the Original Purchaser must first contact its TESLYTE representative to obtain an RMA prior to and as a condition of return of any Product. For End Users to request warranty service under this limited warranty, the End User must contact the manufacturer from which the system incorporating the Product was purchased prior to and as a condition of the return of any Product.