



LIMITED WARRANTY XEELUM LIGHTING PRODUCTS

Xeelum Lighting, LLC hereby provides this limited warranty for Xeelum LED lighting products having model designations contained in published Xeelum specifications and on the Xeelum website, www.xeelum.com. The period for which each such Xeelum LED lighting product is warranted as set forth herein shall be as indicated in the most current revision of the specifications published by Xeelum for such products.

This limited warranty is provided to the original purchaser of any of the above named products (the "Product"). Such Product may be transferred to another purchaser only if such Product is sold as new product in its original Xeelum packaging. The original purchaser shall be the name of the purchaser indicated on Xeelum's invoice for the Product.

Xeelum warrants that the above named Products, when installed in accordance with Xeelum's technical guidelines and specifications, shall be free from defects in material and workmanship. Failure to emit visible light by up to 10% of the Product's LEDs shall not constitute a defect. Xeelum shall be solely responsible for determining whether a product is defective. Xeelum shall use the general performance of the Product as a factor in determining whether it is defective.

Xeelum assumes no liability or responsibility for Products which fail or malfunction, or for damage of whatsoever kind arising from such failure or malfunction, were the failure or malfunctioning is due to non-compliance with the specifications or technical guidelines of Xeelum, damage from incorrect use or from circumstances beyond the control of Xeelum, which circumstances may include but are not limited to lightning surges, power surges and force majeure.

Xeelum's sole liability and purchaser's sole remedy for breach of this limited warranty shall be limited to repairing and/or replacing of Products, which are proven to be defective. Xeelum shall be solely responsible for determining whether to use new or refurbished parts of similar functionality when undertaking repair of a defective Product. In the event Xeelum determines to replace the defective Product, Xeelum shall employ reasonable effort to replace it with the same model or, if not possible, with a model of similar style and functionality.

UNDER NO CIRCUMSTANCES SHALL XEELUM BE HELD LIABLE FOR COSTS FOR NON-DEFECTIVE PRODUCTS, CONSEQUENTIAL OR INCIDENTAL DAMAGES OR RE-INSTALLATION COSTS. IN NO CIRCUMSTANCES SHALL XEELUM'S TOTAL LIABILITY REGARDING A DEFECTIVE PRODUCT EXCEED THE DOLLAR AMOUNT RECEIVED BY XEELUM FOR THE PRODUCT FROM THE ORIGINAL PURCHASER.

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS WARRANTY, XEELUM MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS AND HEREBY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT.

In the event of a warranty claim, original purchaser must provide Xeelum with written notification of a defect, a description of the defect and proof of purchase. Defective Products shall be returned to Xeelum, freight prepaid. Warranty claims should be sent to Xeelum, 333 North Bedford Road, Mount Kisco, New York, 10549, Attention: Service Department.