

STANDARD WARRANTY

Luxium Lighting (LUXIUM) Standard Warranty and limitation of liability (“Warranty”) is the complete and final warranty with regards to all LUXIUM Products (Products). LUXIUM will only be obligated to honor the warranty set out below upon receipt of full payment for any product.

Purchaser (Customer) acknowledges and agrees that the provisions of the Warranty are the sole and exclusive remedy available to the Customer for any defective Products.

The Customer’s obligations during the warranty period under this Warranty are to notify LUXIUM within 10 days of any suspected defect, and after authorization to return the Products prepaid to LUXIUM at LUXIUM’s factory or authorized service center for repair. The notice period does not apply to claims for shortage or damaged Products. Valid proof of purchase is required to show product ownership.

Costs of removal, shipping to & from LUXIUM or its authorized representative and reinstallation are solely the responsibility of the purchaser. Freight terms on warranty repairs are FOB LUXIUM factory or designated repair facility. Collect shipments or freight allowances will not be accepted.

LUXIUM Lighting warrants to the Customer that during the warranty period defined below, LUXIUM will repair or replace its Products that are defective in materials or workmanship which cause the Product to fail to operate in accordance with LUXIUM’s published specifications for the Product in effect as of the date of shipment, subject to the terms of this limited warranty. This Warranty does not extend to items not manufactured by LUXIUM.

Product Family Warranty Durations:

- Lighting products - 3 years
- Accessory and Control Products - 1 year
- Parts repaired after the original warranty period has expired are warranted for 120 days from the date of shipment of the repaired Product or part of Product.
- The warranty period of Products shall begin on the date of shipment to Customer (“Warranty Start Date”).

LUXIUM’s obligations under the Warranty are limited to repairing or replacing, at LUXIUM’s option, any of the Products which shall, within the applicable Warranty period, fail due to only faulty manufacture, design, or workmanship as determined by an evaluation of the Product by LUXIUM.

Repairs may be performed with re-worked or refurbished parts. LUXIUM will not assume any responsibility for any labor expended or materials used to repair any Products without LUXIUM’s prior written authorization. LUXIUM, at its option, may perform on-site warranty repairs.

If LUXIUM determines that the product is not covered by this limited warranty, the customer will have the option to pay for the repair (if the product can be repaired) and the customer shall be responsible for the cost of shipping the repaired product to LUXIUM for repairs and for return shipment.

Except as set forth in this Warranty, LUXIUM excludes all warranties, express or implied, including but not limited to any implied warranties of merchantability and fitness for a particular purpose.

This Warranty does not impose any liability or duty upon LUXIUM for:

- (i) any Product or part of a Product damaged by or subject to accident, negligence, alteration, abuse or misuse by Customer, or any accessories or parts not supplied by LUXIUM;
- (ii) any damage caused by the unauthorized adjustment, repair or service of the Products by anyone other than LUXIUM or its authorized repair agents;
- (iii) any damage, to any Product, or part of a Product caused by or due to an act of God, any catastrophe resulting from earthquake, fire, flood, explosion, inability to obtain materials or utilities, or any other cause beyond the reasonable control of LUXIUM.

This warranty does not cover “consumable” parts such as fuses, diffusers, color media or components which may be warranted directly to the Customer by the original manufacturer.

If LUXIUM shall fail to repair or replace defective Products within a reasonable time after they are returned to LUXIUM or if LUXIUM shall wrongfully fail to make delivery or shall wrongfully repudiate this contract, then Customer shall be entitled to recover from LUXIUM such part of the purchase price as has been paid by Customer to LUXIUM.

LUXIUM SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, GENERAL OR CONSEQUENTIAL DAMAGES, DAMAGES TO PROPERTY, DAMAGES FOR LOSS OF USE, TIME, PROFITS OR INCOME, OR ANY OTHER DAMAGES.

This is LUXIUM’s current Warranty statement at the time of publication. The controlling Warranty, as well as applicable terms and conditions are available at the time of order acknowledgement. This written Warranty is intended as a complete and exclusive statement of the terms thereof. Acceptance of, or acquiescing in, a course of performance under this Warranty shall not modify the meaning of this Warranty even though either party has knowledge of the performance and a chance to object. This Warranty statement is subject to change at any time without notice.

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