

LIMITED WARRANTY

I. Warranty Periods. Permlight LED modules, power supplies and engines are warranted for a period of five (5) years from date of delivery.

II. Warranty Coverage. Permlight warrants that the products listed herein shall be free of defects in materials and workmanship and substantially comply with published data sheet for the product during the specified warranty period. If a product is believed to be defective, the original purchaser shall contact Permlight for Return Material Authorization ("RMA") instructions. Shipping expenses for warranty evaluation shall be determined by Permlight. If Permlight determines that the returned product is defective, Permlight shall pay the expenses for shipping of repaired or replaced products, if applicable. Each product returned for warranty evaluation must include (a) the cause of failure (if known), (b) the delivery date and purchase order, and (c) a statement of the conditions of use. Failure to follow this procedure shall void this warranty. Permlight's entire liability, and the purchaser's exclusive remedy under this warranty, is limited to the repair or replacement of defective products or a refund. The repair, refund or replacement price shall be at Permlight current market price for the equivalent product available at the time of return and is determined at Permlight's sole discretion.

III. Warranty Exclusions. The warranty in Section II shall not apply to, and Permlight shall have no liability for: (a) products found by Permlight to be altered, improperly repaired, misused, experimented upon, abused, or improperly or inadequately powered; (b) defects caused by misapplication, improper installation, operation or use, or failing to provide a suitable installation environment (including without limitation exposure to high temperatures, e.g., above 50°C (122°F), high humidity, e.g., above 90%, or mounting LED modules (unless otherwise specified on data sheet) to inadequate thermal surfaces, e.g., acrylic or Lexan); (c) accidents or acts of God; (d) damage during shipment or relocation; (e) normal wear and tear; (f) damage caused by any primary side (line voltage) power source problem; (g) color temperature variations or changes or diminished light output of white LED (within LED data sheet limits); (h) any failure of or damage to any equipment or other items in which the products are incorporated; or (i) labor costs associated with replacement of products in end applications.

IV. Disclaimer of Additional Warranties. THE FOREGOING WARRANTIES ARE EXCLUSIVE. PERMLIGHT EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

V. Entire Warranty. No warranty or agreement varying or extending the foregoing limited warranty or remedy for breach is authorized by Permlight unless in writing and signed by an authorized representative of Permlight.