

# LIMITED WARRANTY POLICY

Relume Technologies, Inc. ("Relume") warrants for the Warranty Period, with the limitations below, to the first user that all Products manufactured by Relume, when properly installed and maintained under normal service, are free from Defect in material and workmanship.

The Products covered by this warranty are products manufactured by Relume in the USA that incorporate LED lighting arrays using Relume's Silver Circuit® technology and that are manufactured and used for purposes of roadway lighting, street signage, parking structure or parking lot lighting and area lighting.

The Warranty Period begins on **the date of manufacture of the Product stamped on the Product** and ends seven (7) years thereafter.

A Defect in the LED lighting arrays will be deemed to exist in a Product only if either (a) there has been a greater than 30% degradation in light output over the Warranty Period; or (b) more than 10% of the LEDs have totally failed.

## LIMITATIONS OF WARRANTY

1. This Warranty applies only to Products used in North America.
2. This Warranty does not apply to parts or assemblies that have been subjected to abuse, misuse, improper installation, abnormal service, accident, fire, improper repair or maintenance, tampering or abuse nor to parts or assemblies that have incurred extraordinary weather conditions. In particular, but without limitation, this Warranty does not apply if the Product or LED array fails by reason of hurricane, tornado or earthquake.

## EXCLUSIVE REMEDY

Relume's sole liability under this Warranty is limited to the repair or replacement (at Relume's option) of the defective exterior finish, housing and heat sinks, lens and LED array(s). Power Supplies specifically are warranted for five (5) years under the criteria supplied by their manufacturer. Under no circumstances will Relume be responsible for any other loss or expense whatsoever, including but not limited to charges or claims for labor, lost business, lost time, lost profits, loss of use or any kind of incidental, consequential or punitive damages, however denominated or described.

## EXCLUSION OF ALL OTHER WARRANTIES

THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE.

## PROCEDURE FOR CLAIMS

Any person desiring to make a claim under this Warranty shall promptly notify Relume in writing, addressed to:

Warranty Claims Department  
Relume Technologies, Inc.  
925 N. Lapeer Rd. Ste. B  
Oxford, MI 48371

If Relume desires to examine the Product prior to disposition of any claim, Relume will specify a destination to which the claimed defective Product should be shipped, freight prepaid. In any event, the user will not dispose of the claimed defective Product until the claim has been resolved.

Upon receipt of the claimed defective Product, Relume will undertake such examinations of the Product as it deems necessary or desirable. If Relume concurs that the Product incurred a Defect within the Warranty Period, Relume will repair or replace the Product and return it, freight prepaid.

Relume may request from the user installation, maintenance and repair records related to the claimed defective Product. If such records do not show that appropriate installation, maintenance or repair occurred, or if there are no such records, the claim may be denied. The burden of showing appropriate installation, maintenance and repair is on the user.

If the Product reviewed by Relume does not meet the requirements of the Warranty, Relume will so notify the user and the user will promptly notify Relume that either (a) Relume is to repair or replace the Product at the user's cost, with the return to the user being freight collect; or (b) that Relume is to dispose of the Product at the user's cost.

