

SIGN LIGHTING PRODUCT WARRANTY

TEN-YEAR WARRANTY AND DISCLAIMER

US LED, Ltd warrants to the purchaser that for a period of ten (10) years beyond the date of manufacture US LED, Ltd sign lighting products shall be free from defects in workmanship and obscure damage to component parts of the type that might occur during manufacture. US LED, Ltd.'s liability for any warranty remedy shall be limited to either the repair or replacement of the defective device, at the sole discretion of US LED, Ltd. Drivers purchased and used with US LED sign lighting products will be covered by this replacement warranty, 100% for the first sixty (60) months and on a pro rata basis thereafter for an additional 60 months. If the driver fails in the sixth year, the purchaser will pay 50% of the purchase price of the driver for its replacement, 60% in the seventh year, 70% in the eighth year, 80% in the ninth year and 90% in the tenth year, always plus freight. If the lighting modules and corresponding drivers sold by US LED, Ltd. are purchased together and used as a system, US LED, Ltd will also provide a Seven-Year labor warranty on the lighting modules and Five-Year labor warranty on the drivers. The labor warranty is limited to \$500.00 on the modules and \$150.00 on the drivers PER LOCATION, regardless of the number of units or sign size.

ALL CLAIMS FOR BREACH OF WARRANTY MUST BE RECEIVED BY US LED, Ltd. NO LATER THAN THIRTY DAYS AFTER THE END OF THE WARRANTY PERIOD.

THE PRODUCT(S) WARRANTY IS THE ONLY WARRANTY GIVEN BY US LED, Ltd. US LED, Ltd. MAKES, AND THE PURCHASER RECEIVES, NO OTHER WARRANTY EITHER EXPRESSED OR IMPLIED.
ALL IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, AND ALL IMPLIED WARRANTIES ARE EXPRESSLY DISCLAIMED AND EXCLUDED
HEREFROM

THE AFOREMENTIONED PRODUCTS HAVE RECEIVED UL APPROVAL. HOWEVER, UNLESS EXPRESSLY AGREED TO BY US LED, Ltd. IN WRITING, US LED, Ltd. MAKES NO WARRANTY THAT THE PRODUCT(S) WILL: (i) MEET ANY SPECIFICATION NOT MADE KNOWN TO AND AGREED TO BY US LED, Ltd., OR (ii) HAVE RECEIVED THE APPROVAL OF OR ARE CERTIFIED BY ANY FEDERAL, STATE, LOCAL OR FOREIGN GOVERNMENT AGENCY (INCLUDING WITHOUT LIMITATION THE FEDERAL COMMUNICATIONS COMMISSION) OR ANY OTHER PERSON OR ENTITY. US LED, Ltd. ASSUMES NO RESPONSIBILITY FOR OBTAINING SUCH APPROVALS OR CERTIFICATIONS, OR MEETING SUCH SPECIFICATIONS.

For Product to receive the extended term for the lighting modules and the labor component provided herein, the purchaser must register the location on the US LED web site. No other form or venue of registration will be accepted. The purchaser may exercise rights to warranty coverage by notifying US LED, Ltd. of a warranty claim through the US LED, Ltd web site for such claims, or in accordance with US LED, Ltd.'s Warranty Procedure then in practice. Product(s) authorized for return under this warranty provision by US LED, Ltd., shall be suitably packaged for return by the purchaser and shall be shipped freight prepaid to US LED, Ltd. by the purchaser. The purchaser shall pay all return freight charges for Product(s) serviced and returned to the purchaser under this warranty provision. All sums due under this warranty will be issued as credits to the US LED-authorized distributor on behalf of the purchaser.

Sign components (LED modules and drivers) should not be exposed to water.

This warranty shall be void with respect to Product(s) that has been either modified or repaired by unauthorized sources. This warranty shall also be void with respect to Product(s) which has been damaged as the result of misuse, including operation outdoors during daylight hours, exposure to water, neglect, improper packaging for return shipment to US LED, Ltd., or exposure to lightning or excessive voltage or temperature below -40 degrees C or above 50 degrees C, or with respect to Product(s) which has been operated contrary to current instructions regarding installation, maintenance or operation.

Product(s) returned by the purchaser which does not meet the US LED, Ltd warranty criteria as defined herein will be returned to the purchaser or disposed of as agreed upon by both parties, or disposed of at US LED, Ltd.'s discretion if no agreement is reached within thirty days. All freight and handling for such invalid warranty returns will be charged to the purchaser.

THIS IS THE SOLE WARRANTY AND ONLY REMEDY OF ANY KIND FOR US LED, Ltd.'s WARRANTY. US LED, Ltd.'s LIABILITY, WHETHER IN CONTRACT, TORT, INCLUDING NEGLIGENCE OR ANY OTHER LEGAL THEORY, SHALL BE THE REPAIR, REPLACEMENT, OR CREDIT FOR DEFECTIVE PARTS AS STATED ABOVE AND SHALL IN NO WAY INCLUDE LIABILITY FOR CONSEQUENTIAL, SPECIAL, INDIRECT OR INCIDENTAL DAMAGE. THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS INCLUDES ANY CLAIM ARISING OUT OF ANY ADVICE OR HELP WITH THE LAYOUT OF PRODUCT BY ANY MEMBER OF US LED, Ltd.'s STAFF, WHETHER CHARGED FOR OR NOT.

LIMITATION OF LIABILITY

NEITHER US LED, Ltd., NOR ITS SUPPLIERS SHALL BE LIABLE, WHETHER IN CONTRACT, WARRANTY, FAILURE OF A REMEDY TO ACHIEVE ITS ES SENTIAL PURPOSE, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, INDEMNITY OR ANY OTHER LEGAL THEORY, FOR LOSS OF USE, REVENUE OR PROFIT, OR FOR COST OF CAPITAL OR OF SUBSTITUTE USE OR PERFORMANCE, OR FOR INDIRECT, SPECIAL, LIQUIDATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR ANY OTHER LOSS OR COST OF A SIMILAR TYPE, ALSO FOR THIRD PARTY CLAIMS BY PURCHASER FOR SUCH DAMAGES RESULTING TO ANY THIRD PARTY.

Specifications and dimensions subject to change without notice.

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