

## **5** YEARS LED WARRANTY

This limited warranty is provided by Cyclone Lighting ("The seller") to the original purchaser of a Cyclone Lighting LED luminaire. Seller warrants that the driver and the LED array ("The LED Light Engine") of the lighting luminaire, when delivered in new condition and in its original packaging, will be free of defects for a period of FIVE (5) YEARS from the date of original purchase. A Product shall not be considered defective solely as a result of the failure of individual LED's to emit light if the number of inoperable LED's is less than 10% of the total number of LED's in the light engine. The determination of whether the LED Light Engine is defective, shall be made by Seller in its sole discretion.

If Seller determines the LED Light Engine is defective, Seller will elect, in its sole discretion, to repair or replace the components. Replacements will be furnished in exchange for defective components (Driver or LED arrays). Seller reserves the right to utilize new, reconditioned, refurbished, repaired or remanufactured products or parts in the warranty repair or replacement process. Such products and parts will be comparable in function and performance to an original product or part, as determined by Seller in its sole discretion, and warranted for the remainder of the original warranty period. With the progression of LED development, wattages and or lumen output may be different from the initial purchased product. If a specific wattage or lumen output is needed to be maintained, a programmable driver will be needed to replace the standard driver in the LED light engine. A nominal fee will be charged to cover the difference in cost of the driver as well as the time to program it. Replacing such defective components will constitute fulfillment of Cyclone Lighting's obligation and liabilities.

This limited warranty will not apply in case of negligence, abuse, misuse, mishandling, fire, acts of God, vandalism, civil disturbances, power surges, improper power supply, electrical current fluctuations, corrosive environment, induced vibration, improper installation, storage or maintenance. This limited warranty excludes field labor and service charges related to the repair or replacement of the Product.

THIS LIMITED WARRANTY IS VOID IF THE PRODUCT IS NOT USED FOR THE PURPOSE FOR WHICH IT IS DESIGNED. In order to make a warranty claim, you must notify Seller in writing within sixty (60) days after your discovery of the defect. Upon receiving that notice, Seller will coordinate with you the proper way to handle your claim. Your warranty claim should be addressed to Cyclone Lighting, Inc., 2175 des Entreprises, Terrebonne, Qc, J6Y 1W9.

THE FOREGOING WARRANTY PROVISIONS ARE EXCLUSIVE AND ARE GIVEN AND ACCEPTED IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY AGAINST INFRINGEMENT AND ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL SELLER BE LIABLE FOR INCIDENTAL, COMPENSATORY, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES. SELLER'S AGGREGATE LIABILITY WITH RESPECT TO A DEFECTIVE PRODUCT SHALL IN ANY EVENT BE LIMITED TO THE MONIES PAID TO SELLER FOR THAT DEFECTIVE PRODUCT.

This warranty is effective for purchases of Product on or after the effective date set forth below. Seller reserves the right to modify this warranty from time to time. Any modification of this warranty shall be effective for all orders placed with Seller on or after the effective date of such revised warranty.